



GAIL FARBER, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE  
REFER TO FILE:

November 1, 2011

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

22 November 1, 2011

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**AWARD OF CONTRACT FOR  
LANDSCAPE MAINTENANCE SERVICES FOR THE RIO HONDO AND  
SAN GABRIEL COASTAL BASIN SPREADING GROUNDS  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

### SUBJECT

This action is to award a contract for the landscape maintenance services for the Rio Hondo Coastal Basin Spreading Grounds and the San Gabriel Coastal Basin Spreading Grounds located primarily in the City of Pico Rivera, with a small portion in the City of Montebello.

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that this service can be more economically performed by an independent contractor than by County employees.
3. Award the contract for Landscape Maintenance Services for the Rio Hondo and San Gabriel Coastal Basin Spreading Grounds in the annual sum of \$259,619, which includes \$6,000 to cover estimated debris disposal fees, and a potential maximum contract sum of \$1,427,905 to Azteca Landscape; and direct the Mayor to execute the contract. This contract will be for a period of one year commencing on December 1,

2011, with four 1-year renewal options, and a month-to-month extension up to six months for a maximum potential contract term of 66 months.

4. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.
5. Authorize the Director of Public Works or her designee to renew the contract for each additional renewal option and extension periods if, in the opinion of the Director of Public Works, the Azteca Landscape has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works, it is in the best interest of the County of Los Angeles to do so.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to provide landscaping and grounds maintenance services to maintain the Rio Hondo Coastal Basin Spreading Grounds and the San Gabriel Coastal Basin Spreading Grounds. The work to be performed will consist of cutting seeded grass and wildflowers; trimming and care of trees, shrubbery, and vines; weed and litter control; operation and management of irrigation systems; and rodent control. The Department of Public Works (Public Works) has contracted for these services since 2003.

#### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support Public Works in meeting these goals.

#### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The annual contract sum is \$259,619, which includes \$6,000 to cover estimated debris disposal fees, and an additional 10 percent of the contract sum for unforeseen, additional work within the scope of work of the contract. This amount is based on Public Works' estimated annual utilization of the services and the unit prices quoted by the contractor and Public Works' estimate of debris disposal fees.

Public Works successfully negotiated with the contractor to reduce their unit rates, which resulted in an annual savings of \$7,866.40, without adding extension years or reducing service.

Funding for these services is included in the Fiscal Year 2011-12 Internal Service Fund Budget, which will be reimbursed by the Flood Control District Fund. Funds to finance the contract's option years and 10 percent additional funding for contingencies will be requested through the annual budget process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The recommended contractor is Azteca Landscape, located in Ontario, California. This contract will commence on December 1, 2011, for a period of one year. With your Board's delegated authority, the Director of Public Works or her designee may renew the contract for four 1-year renewal options and a month-to-month extension up to six months for a maximum potential contract term of 66 months.

The contract has been executed by the Azteca Landacape and approved as to form by County Counsel (Enclosure A). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Chief Executive Officer and your Board.

The award of this contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. This contract contains terms and conditions supporting your Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on April 19, 2011, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

This work is being contracted in accordance with procedures authorized under County Charter, Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in the Los Angeles County Code, Section 2.121.380, have been met.

The contractor has agreed to pay its full-time employees the current Living Wage Rate approved by your Board on February 6, 2007, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance (LWO) provisions apply to this proposed contract, as County employees can perform these contracted services. The contract complies with all of the requirements of the Los Angeles County Code, Section 2.201. The contractor will pay its full-time employees the required minimum rates of \$11.84 per hour without health benefits, or \$9.64 per hour with health benefits of \$2.20 per hour, as specified in the LWO adopted by your Board and will comply with the County's Living Wage reporting requirements.

Using methodology approved by the Auditor-Controller, our Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector.

This Proposition A contract does not allow cost-of-living adjustments for the option years and extension periods.



### **ENVIRONMENTAL DOCUMENTATION**

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that has been determined to not have a significant effect on the environment in that they meet the criteria set forth in Section 15301 (h) of CEQA.

### **CONTRACTING PROCESS**

On April 20, 2011, Public Works solicited proposals from 423 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Enclosure B), and an advertisement was placed in the *Los Angeles Times*.

On May 16, 2011, 12 proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. All proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included the price, experience, work plan, financial resources, references, equipment, and demonstrated control over labor/payroll record keeping using the informed averaging methodology, for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated and apparent responsive, responsible, and the lowest-cost proposer, Azteca Landscape.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will not result in the displacement of any County employees as these services are presently contracted with the private sector.

The Honorable Board of Supervisors  
November 1, 2011  
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**CONCLUSION**

Please return one adopted copy of this letter along with the Contractor Execute and Department Conform copies to the Department of Public Works, Administrative Services Division. The original Board Execute copies should be retained for your files.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Gail Farber", written in a cursive style.

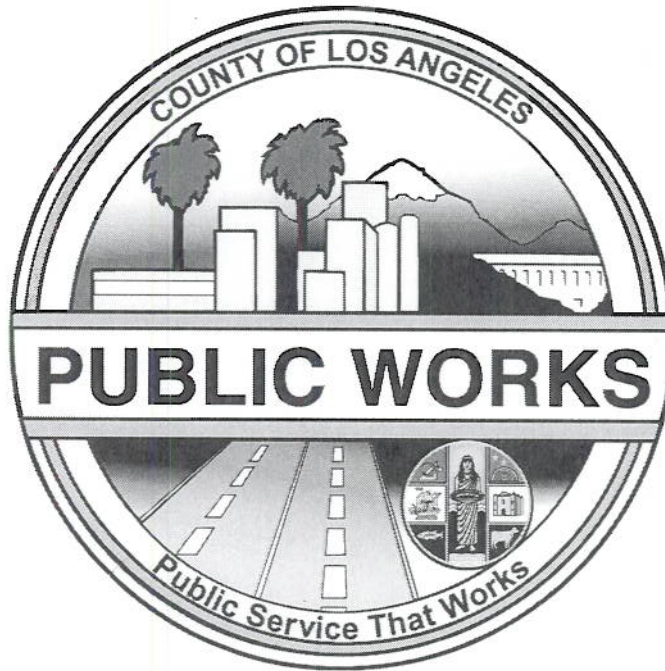
GAIL FARBER  
Director of Public Works

GF:GZ:cg

Enclosures

c: Chief Executive Office (Robinson)  
County Counsel  
Executive Office  
Internal Services Department, Contracts Division (w/o enc.)

# Agreement



77678

BY AND BETWEEN

THE COUNTY OF LOS ANGELES,  
DEPARTMENT OF PUBLIC WORKS

AND

AZTECA LANDSCAPE

FOR  
LANDSCAPE MAINTENANCE SERVICES FOR THE RIO HONDO  
AND SAN GABRIEL COASTAL BASIN SPREADING GROUNDS  
(2011-PA008)

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## AGREEMENT FOR

### LANDSCAPE MAINTENANCE SERVICES FOR THE RIO HONDO AND SAN GABRIEL COASTAL BASIN SPREADING GROUNDS (2011-PA008)

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of November, 2011, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and AZTECA LANDSCAPE, a Corporation (hereinafter referred to as CONTRACTOR).

### WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on May 16, 2011, hereby agrees to provide services as described in this Contract for Landscape Maintenance Services for the Rio Hondo and San Gabriel Coastal Basin Spreading Grounds (2011-PA008).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Spreading Grounds Landscape Contract for Rio Hondo and San Gabriel SGs; Exhibit G, Area Maps; Exhibit H, Monthly Landscape Maintenance Report; the CONTRACTOR'S proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2.1, an amount not to exceed \$259,619 per year, which includes \$6,000 to cover estimated debris disposal fees, or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on December 1, 2011. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, for a maximum potential Contract of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of extending the Contract for the full one year, this Contract may be extended on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal. In addition, upon notice of at least ten days, the Director may extend the final Contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.



FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2.1, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods and extensions.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through H inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.



[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By Mike Antonovich  
Mayor, Board of Supervisors

ATTEST:

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By C. Tal  
Deputy



I hereby certify that pursuant to  
Section 26103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By C. Tal  
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By Carole Suzuki  
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

22 NOV 1 2011

Sachi A. Hamai  
SACHI A. HAMAI  
EXECUTIVE OFFICER

AZTECA LANDSCAPE

By Aurora Farias  
Its President

Aurora Farias  
Type or Print Name

By Noe Farias  
Its Secretary

Noe Farias  
Type or Print Name

77678



## SCOPE OF WORK

LANDSCAPE MAINTENANCE SERVICES FOR THE RIO HONDO AND  
SAN GABRIEL COASTAL BASIN SPREADING GROUNDS (2011- PA008)

A. Public Works Contract Manager

Public Works Contract Manager will be Ms. Wicky Yueng of Flood Maintenance Division, who may be contacted at (626) 452-4147, e-mail address: [wyueng@dpw.lacounty.gov](mailto:wyueng@dpw.lacounty.gov), Monday through Thursday, 7 a.m. to 4:30 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager. The Contract Manager may be assisted by an assigned Public Works Representative (PWR) in the field.

B. Background and Work Location1. Rio Hondo Coastal Basin Spreading Grounds

The Rio Hondo Coastal Basin Spreading Grounds are located at 353 South Van Norman Road, Montebello, California 90640. Work areas estimated at fifty-nine (59) acres include: Beverly Boulevard to Foster Bridge for the west basins, Loch Lomond Street to Slauson Avenue for the east basins, and from 2370 North of Beverly Boulevard to Interstate 5 for the Rio Hondo Channel. Areas to be maintained in this Contract include, but not limited to, a ten (10) foot width of sloped area around the east basins, beginning from the basins rim; fifteen (15) foot width of sloped area beginning from the edge of service road around all west basins twenty (20) foot width of sloped area along both sides of the Rio Hondo Channel; all landscaped planted areas with irrigation lines and drip systems and all hardscape, including but not limited to bike trails, rest areas, decomposed granite areas; and fifty (50) foot width of sloped area along west basin Nos. 3W, 4W, 5W, and 6W between the west side chain link fence and Bluff Road. (Note: There are no access gates available for this area. Trees should only be trimmed and maintained as often as needed to prevent from encroaching onto the horse trails.)

2. San Gabriel Coastal Basin Spreading Grounds

The San Gabriel Coastal Basin Spreading Grounds are located at 9618 East Whittier Boulevard, Pico Rivera, California 90660. The total estimated area of grounds to be maintained is eight (8) acres between Whittier Boulevard and Washington Boulevard, including areas along both sides of the fence on Whittier Boulevard, ten (10) foot width of sloped area around the basins, beginning from the basins rim; landscaped planted

(2011-PA008)

areas next to the residential area on the basins western border, areas with irrigation lines and drip systems and all hardscape, including but not limited to bike trails, rest areas, decomposed granite areas, and such similar areas.

C. Work Description

The Contractor shall provide landscaping and ground maintenance services in accordance with these specifications. The County reserves the right to determine if any work is or will be needed under this Contract, at the County's sole and absolute discretion. The Contractor will not be entitled to any claim for lost profits or otherwise, should the County fail to determine a need for services under this Contract. If work specified by the County's representative under this Contract is underperformed, County reserves the right to determine the amount of final payment for the service and work unfinished may also be subject to liquidated damages. Contract Manager will determine weekly the percentage of acres not completed for each item listed in Exhibit F. In case of untimely, inadequate, or nonperformance of requirement work, payment for all the incomplete work will be withheld at the end of each month. The Contractor shall not be allowed in the bottom of the basin when water is present or allowed to store or stockpile material and/or debris on the slope and/or bottom of a basin.

**The Contractor shall assign a minimum of six (6) fulltime equivalent crew members to the project. These crew members must be Contractor's personnel such as landscape laborer, gardener, sprayer and irrigation technician.**

1. Tree and Shrubbery Trimming and Care

(Form PW-2, Schedule of Prices, Item 1)

Contractor shall furnish all labor, supervision, equipment, and materials to maintain the trees, shrubs and ground cover under these specifications. The Contractor shall:

- a. Monitor the growth of both newly planted and older trees and shrubs.
- b. Trim shrubs to the satisfaction of the Contract Manager.
- c. Perform an inspection of both spreading grounds twice a month.
- d. Perform tree trimming as needed to accomplish the following at all times:
  - i. Remove all dead, weak, diseased, insect-infested, and/or damaged branches and limbs.

- ii. Prevent encroachment on adjacent property and provide the required vertical clearances which are seven (7) feet for pedestrian areas, fourteen (14) feet for vehicular roadways, and horse and bike paths.
- e. Adhere to the following trimming procedures:
  - i. All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start. No stubs will be permitted.
  - ii. All limbs one and one half (1 1/2) inches or greater in diameter shall be undercut to prevent splitting.
  - iii. All limbs shall be lowered to the ground using a method, which prevents damage to the remaining limbs.
  - iv. Prune trees with the following goals: to select and develop permanent scaffold branches that have a vertical spacing from eighteen (18) inches to forty-eight (48) inches and radial orientation so as not to cross each other, to eliminate diseased or damaged growth, to eliminate narrow V-shaped branch forks that lack strength, to reduce toppling and wind damage by thinning out crowns, to maintain growth within space limitations, to maintain a natural appearance, and to balance crown with roots.
  - v. Under no circumstances shall stripping of lower branches (rising up) of young trees be permitted. Lower branches shall be retained in a "tipped back" or pinched condition with as much foliage as possible to promote caliper trunk growth (tapered trunk). Lower branches can be cut flush with trunk only after the tree is able to stand erect without staking or other support.
  - vi. Evergreen trees shall be thinned out and shaped when necessary to prevent wind and storm damage. The primary pruning of deciduous trees shall be done during the dormant season. Damaged trees or those that constitute health or safety hazards shall be pruned at any time of the year as required or at the request of the Contract Manager.
  - vii. Stakes, guys, and ties shall be used where the tree diameter is less than three (3) inches or if the tree has been damaged and requires staking for support.

- viii. Stakes, guys, and ties shall be adjusted to allow trees to sway freely and to prevent girdling of trunks or branches and to prevent rubbing that causes bark wounds.
- f. Trim shrubbery to restrict growth onto the adjacent roads, driveways, and walkways. All shrubbery shall be kept trimmed to a maximum height of four (4) feet to maintain safe vehicular and pedestrian visibility at path crossings. It is the intention for the landscaping within the flood right of way to look natural. If pruning is necessary, the Contractor shall prune back branches individually and not shear plants.
- g. All ornamental and ground cover plants adjacent to roadways, bike paths, and sidewalks shall be kept away at all time from the paved surfaces. The ground cover shall be pruned back from the paved surfaces so that the edges look natural, not sheared off. Any runners that start to climb fencing, shrubs, or trees shall be pruned. The height of cut of the vegetation shall be not less than three (3) inches or more than four (4) inches.
- h. Within 72 hours after notification by the Contract Manager, remove and dispose of all trees, which were downed by either natural or unnatural causes. Stumps shall be dug out or buried to twelve (12) inches below grade, the wood chips removed, and the hole backfilled to grade with soil. See this Exhibit's Section 7.a (As-Needed Services), concerning replacement of trees and shrubs.
- i. Fertilize all planting areas. Contract Manager shall be notified prior to the application. Contractor shall attach fertilizer invoices with the monthly report(s). Fertilize should be done as follows:
  - i. At the end of the first 90-day maintenance period apply 8 pounds/1,000 square feet with Tri-C 6-2-4, Grow Power 5-3-1 or approved equal.
  - ii. At the end of the first 180-day maintenance period apply 8 pounds/1,000 square feet with Tri-C 6-2-4, Grow Power 5-3-1, or approved equal.
  - iii. At the end of the maintenance period and at 90-day intervals should maintenance period be extended, apply 8 pounds/1,000 square feet with Tri-C 6-2-4, Grow Power 5-3-1, or approved equal.
  - iv. Avoid applying fertilizer to root balls and bases of main stems; rather, spread fertilizer evenly around plants to drip

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- line. Distribute fertilizer evenly over turf or ground cover areas to avoid patchy coloration.
- v. Obtain approval of the fertilizer from the Contract Manager prior to the start of the fertilization operation.
- j. Remove all dead or diseased plants they develop. See Form PW-2, As-Needed Services, concerning replacement plants.
- k. Restore worn, eroded decomposed granite areas at least once a year and apply a stabilizer over the surface as needed.

Public Works Representative (PWR) will determine weekly the percentage of acres not completed for each item listed in Exhibit F. In case of untimely, inadequate, or nonperformance of required work, payment for all uncompleted weekly percentages will be withheld at the end of each month.

2. Weed Control

(Form PW-2, Schedule of Prices, Item 2)

Contractor shall furnish all labor, supervision, equipment, and materials to remove all weeds within the landscape areas, including, but not limited to, planted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, and bicycle paths on a weekly basis. In addition, the sloped areas adjacent to the spreading basins up to twenty (20) feet from the edge of access roads and certain areas outside the Spreading Grounds perimeter fences along Whittier Boulevard, Loch Lomond Street, Paramount Boulevard, and Washington Boulevard are accounted for in this item. The western border along the San Gabriel Spreading Grounds adjacent to residential areas is also included in this Contract. Public Works will not reimburse the Contractor for materials furnished or purchased to complete the work for this item. Public Works will not pay the Contractor for areas where weeds exceed four (4) inches. The Contract Manager will determine weekly the percentage of acres not completed for each item listed in Exhibit F. In case of untimely, inadequate, or nonperformance of required work, payment for the percentage of uncompleted weekly work will be withheld at the end of each month.

a. Landscape Areas

The Contractor shall remove weeds before reaching four (4) inches tall. All perennial weeds, morning glory, vine-type weeds, ragweed, or other underground spreading weeds shall be kept under strict control throughout the year. Weeds may be removed by hand or by

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cultivation where appropriate. Avoid frequent soil cultivation next to trees or shrubs that destroy shallow roots. Use mulches to help prevent weed seed germination. The Contractor may use preemergent weed control as often as deemed necessary. Contract Manager shall be notified before every use of any chemical spray.

b. Stone, Wood Chip, Pavement Cracks, and Gravel Areas

The Contractor shall remove all weeds over four (4) inches tall or groups of weeds spreading twelve (12) inches or more, which are growing in the landscape stone, decomposed wood chip, and decomposed granite areas. Weeds may be removed by hand, weed whipping, or with the approval of the Contract Manager, the use of chemical weed control.

3. Litter Control

(Form PW-2, Schedule of Prices, Item 3)

The Contractor shall furnish all labor, supervision, equipment, and materials to remove litter, non-hazardous waste materials, and accumulated debris at the Spreading Grounds, including, but not limited to, planted areas, rock areas, decomposed granite areas, rest areas, along fence perimeter, adjoining access roads and driveways, drains, and bicycle paths on a weekly basis. Contract Manager will determine weekly the percentage of acres not completed for each item listed in Exhibit F. In case of untimely, inadequate, or nonperformance of required work, payment for the percentage of uncompleted weekly work will be withheld at the end of each month.

The term "litter" shall be synonymous and interchangeable with "debris" and "trash" and shall include, but not be limited to, all wrappers, containers, bottles, paper, glass, styrofoam, tissue, plastics, cans, grocery bags, boxes, cigarette butts, straws, toys, ropes, tires, automotive scrap, furniture waste, construction debris (i.e., concrete, metal, nails, screws, wood pieces, etc.), dead foliage, tree cuttings, food, bones, and other organic materials. The Contractor shall remove only non-hazardous materials and immediately notify the PWR of known hazardous materials. The Contractor shall NOT attempt to perform any type of hazardous waste removal not included under the Scope of Work of this Contract, including identifying, containing, cleaning, moving, and/or disposing of such materials.

a. Sweep and pick up litter along the equestrian trails, adjoining maintenance roads and driveways, gravel areas and all

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landscaped areas specified. The bike path and rest areas are excluded from this Contract.

- b. Pick up animal feces along the equestrian trails, adjoining maintenance roads and driveways, landscaped areas, and gravel areas. Remove litter along the perimeter of the Spreading Grounds adjacent to street sidewalks and neighboring properties. The Contractor shall notify the Contract Manager of the location of unlawful deliberate dumping of trash, such as foliage, furniture, construction debris, and other such materials by residents or businesses along all the right of way fencing bordering the Spreading Grounds.

4. Rodent and Insect Control

(Form PW-2, Schedule of Prices, Item 4)

The Contractor shall furnish all labor, supervision, equipment, and materials to inspect weekly and maintain at all time the landscaped areas free of rodents and insect infestations. Contractor will attach bait invoices with the monthly report(s).

- a. All areas shall be maintained free of rodents, including, but not limited to, gophers, ground squirrels, and rats since they may cause damage to shrubs, ground cover, trees, and/or irrigation systems. Rodenticide products used in this Contract shall be recommended by a licensed Pest Control Advisor. Invoices as proof for such use shall be attached with the monthly report to the Contract Manager for processing payment.
- b. All areas shall be maintained free of bee hives and other insect infestations since they pose a threat to workers, pedestrians, and bicycle riders. The preferred method of control shall be biological control or with nontoxic, biodegradable, organic materials. If stronger materials are needed, only materials that are recommended by a licensed Pest Control Advisor and are Environmental Protection Agency approved and regulated shall be used. Application of said product shall only be done under the direct supervision of a California Qualified Applicator certified by the State of California and registered with the County of Los Angeles. Contractor shall notify the Contract Manager a minimum of five working days before any chemical applications.

5. Irrigation System Management, Inspection, Maintenance and Repair

A. Management

(Form PW-2, Schedule of Prices, Item 5)

The Contractor shall be responsible for the operation and maintenance of the irrigation system. This includes ensuring that the automatic irrigation controllers are working properly and providing the various species of plants with the proper amount of water. All irrigation control boxes will be kept clear of vegetation.

The Contractor shall furnish all labor, supervision, equipment, and materials for this work. The irrigation system is designed for minimum operation pressure of sixty-five (65) psi at forty-five (45) gpm and is automatically controlled through electrically or solar powered irrigation controllers and remote control valves. There are ten (10) Calsense ET series automatic controllers at the Rio Hondo Coastal Basin Spreading Grounds and three controllers at the San Gabriel Coastal Basin Spreading Grounds, which control a number of water-conserving bubbler and drip systems. The system includes mainline flow meters and automatic rain shutoffs.

- a. The Contractor shall operate the irrigation system so as not to cause excessively wet, waterlogged areas. Native and drought-tolerant plant material has been used throughout the Spreading Grounds and requires a minimal amount of water. Over watering may cause the plants to die. The Contractor shall incorporate infrequent deep-watering techniques to encourage deep-rooting, drought-tolerant plant characteristics to promote a self-sustaining, and irrigation-free landscape.
- b. When determining the watering schedule (controller settings for water quantities and frequencies), the Contractor shall consider the season, weather (rainfall and temperature), variation in size, and varieties of plants, along with the desired infrequent deep-watering technique. Seasonal controller rescheduling of circuits (systems) should occur at least four times during the year, usually at each change of season.
- c. During the rainy season, the Contractor shall turn off the irrigation system at the controller at the beginning of rain or when the soil has a high enough moisture content. The Contractor shall turn on the irrigation system at the controller after a rain or when the soil's moisture content requires watering.
- d. At the request of the Contract Manager, the Contractor shall use a moisture-sensing device to determine water penetration into the soil.
- e. The Contractor shall provide one irrigation technician working for up

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to two days a week to manually water the areas, by any means necessary that are waiting for the repair of the irrigation system. Only time spent beyond one irrigation technician for two days a week can be charged under As-Needed Services for manual watering.

B. Inspection, Maintenance, and Repair

- **Note: All parts used in this section shall be purchased and paid for by the Contractor.**

The Contractor shall:

- a. Report all missing, damaged, worn, or incorrect operation of the irrigation system parts to the Contract Manager by the end of the day and include that information as an attachment to Exhibit G, Monthly Landscape Maintenance Report.
- b. Cycle controller(s) through each station manually and automatically to determine if all facets of the irrigation system are functioning. This inspection shall be performed once a month or more frequently if problems/conditions indicate a need.
- c. Recover, replace, and/or refasten displaced or damaged valve box covers.
- d. Inspect the bubbler heads twice a month to verify each ornamental plant is being watered. Repair or replace damaged bubbler heads and risers, and clean or replace clogged bubbler heads and risers as necessary.
- e. Immediately repair or replace all broken drip lines or emitters that are causing a loss of water creating ponding or erosion.
- f. Maintain the filters for the drip system to help prevent the emitters from clogging. All filters at remote control valves shall be inspected and cleaned every month.
- g. Inspect and clean mainline filters, wye strainers, basket filters, and the filters at the backflow devices twice a year.
- h. Maintain and check the function of drip system as follows:
  - i. Flush all drip circuits once every two months for a minimum duration of one minute.
  - ii. Remove and clean all surfaces of the drip filter with a high pressure water spray once every two months.

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- iii. Rebury the exposed drip emitter line to depth, as specified.
- iv. Check for the operation of barbed drip emitters as specified at all trees once every two months while circuit is under pressure.
- v. Check for leaks in each drip valve system once every two months while circuit is under pressure.
- vi. Inspect slopes for erosion during each maintenance activity. All erosion with four inches or deeper rills shall be covered and compacted within 24 hours. Soil deposition at the base of the slope shall be used to fill the rills and holes where the erosion occurred. The Contractor shall report excessive erosion as an attachment to Exhibit G, Monthly Landscape Maintenance Report.

6. As-Needed Services

(Form PW-2, Schedule of Prices, Item 6)

- **Note: Contractor shall not perform any as-needed service without prior approval of Contract Manager.**

The Contractor shall at the direction or approval of the Contract Manager furnish all labor, supervision, equipment, and materials to accomplish the following As-Needed Services:

- a. Contract Manager may request the Contractor to purchase replacement trees, shrubs, wild flowers, or ground cover. The Contractor's labor for work described in this paragraph shall be compensated at the hourly rate shown on Form PW-2, Schedule of Prices, Item 6.A. Contractor shall furnish all labor, supervision, equipment, and general materials for this work. Prior to purchase any material, Contractor shall present an estimate to the Contract Manager and obtain Contract Manager's approval. Public Works will reimburse the Contractor for approved plants or trees purchased provided the Contractor attaches receipts showing the price of the items. The Contractor will not receive a markup for purchases made to complete the work for this item.
- b. If an automatic irrigation system or a portion of a system malfunctions, the Contractor shall operate the system manually. The Contractor shall report all systems which require manual operation to the PWR at the end of each week and also on Exhibit G, Monthly Landscape Maintenance Report. A system shall be manually operated a minimum of twice a week to qualify as

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manual operation. The Contractor shall be compensated at the hourly rate shown on Form PW-2, Schedule of Prices, Item 6.B, Manual Operation of Irrigation System. Public Works will not pay for preparation time or travel time to and from the jobsite; only the actual time spent manually operating the irrigation system in excess of one irrigation technician for two days a week while waiting for the repair. The Contractor's schedule for operating the irrigation system manually shall be approved by the Contract Manager.

- c. Contract Manager may request the Contractor to repair or replace portions of the irrigation system, including, but not limited to, components, such as automatic controllers, backflow devices, valves, flow sensors, pressure regulators, wye strainers, filters, and quick couplers. The Contractor shall be compensated for these repairs at the hourly price shown on Form PW-2, Schedule of Prices, Item 6.C, Irrigation System Repair, or at a price agreed upon by Public Works and the Contractor, whichever is less. Public Works will not pay for preparation time or travel time, to and from the jobsite for these repairs. Contractor shall furnish all labor, supervision, equipment, and materials for this work. Public Works will reimburse the Contractor for materials purchased provided the Contractor attaches receipts showing the price of the items. The Contractor will not receive a markup for purchases made to complete the work for this item.
- d. The Contractor shall respond to requests received from the Contract Manager pertaining to waterline breaks, or other activities, requiring an emergency response to shut off water or turn off the irrigation system (other than normal working hours). The Contractor shall be compensated for costs at the hourly price shown on Form PW-2, Schedule of Prices, Item 6.D, 24-hour Emergency Irrigation System. Public Works will not pay for preparation time or travel time, to and from the jobsite for these repairs. The Contractor may impose a four (4) hour minimum to be charged for emergency repairs. The Contractor shall furnish all labor, supervision, equipment, and materials for this work.

The County reserves the right to determine if any work is or will be needed and/or requested under this Contract, at the County's sole and absolute discretion. The Contractor waives all claims against the County for consequential damages resulting from the County's failure to use the Contractor's services, including, but not limited to, lost profit.

D. Hours and Days of Service

Hours of services shall be primarily performed within the 7 a.m. to 4 p.m. time period, Monday through Friday, each week, except legal holidays, at which time the service shall be done before or after such holiday. Work hours may be altered, when necessary, with the approval of the Director.

**Minimally**, the Contractor shall provide a telephone answering service and facsimile machine within the County, from 8 a.m. to 5 p.m., Monday through Friday, except on legal holidays, to receive instructions, information, complaints, or other communications from the Contract Manager. The Contractor shall also provide a 24-hour, 7 days a week, emergency phone number to receive emergency reports from the Contract Manager. The Contractor shall also maintain monthly meetings with the Division office staff in addition to weekly field meetings with the Contract Manager.

E. Utilities

Public Works will provide electric and water services to operate the irrigation system.

F. Storage Facilities

Public Works will not provide storage facilities for the Contractor. Public Works will not be liable or responsible for any damage, by whatever means, or for theft of materials or equipment from the jobsite.

G. Removal of Debris

All debris derived from the Landscape Maintenance for the Rio Hondo and San Gabriel Coastal Basin Spreading Grounds services specified herein shall be removed from Public Works property and disposed of at Public Works' expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System (NPDES).

Public Works will reimburse the Contractor for dump fees for the disposal of debris generated as a part of performing the duties of this contract. The Contractor shall submit dump receipts with Exhibit G at the end of each month to the Contract Manager.

The Contractor is advised that due to the nature of this Contract, discarded hazardous waste may be encountered during the performance of this contract. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the Contract Manager. The Contractor shall NOT attempt to perform any type of hazardous waste remediation not included under the Scope of Work of this Contract,

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including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

H. AB 939 County Diversion Requirements

The California Integrated Waste Management Act of 1989 (AB 939) requires that all cities and counties in the State of California divert materials going to landfill by 50 percent by the year 2000. Based on this mandate, all contractors handling landscape waste materials for the County shall be required to divert all landscape waste materials from any landfills and cogeneration facilities. Landscape materials utilized for cogeneration or daily landfill cover may not qualify for diversion credit and, therefore, may not be acceptable methods of disposal of this material. The Contractor shall be required to seek recycling alternatives for these organic, biodegradable landscape waste materials. Acceptable recycling alternatives would include the utilization of these materials as feedstock for composting, composting, mulching, soil amendments, and wood chip products.

Contractor shall be required to arrange for the chipping and transport of all landscape materials to their selected processor with all cost to be borne by the Contractor. The use of any other processing method not listed above will require the approval of Public Works and must qualify for diversion credit as specified in AB 939 or subsequent legislation. The proof of delivery of the material and weight tickets (from an approved public or private scale) shall be required.

I. Special Safety Requirements

1. All Contractor's personnel shall observe all applicable Cal/OSHA and Public Works safety requirements while at Public Works jobsites.
2. Special emphasis shall be placed on public safety during landscape maintenance operations, particularly when adjacent to roadways, sidewalks, and bicycle trails. The Contractor shall be responsible for providing all necessary safety measures to ensure public safety within the limits of or adjacent to each particular landscape maintenance operation.
3. All pesticide, rodenticide, herbicide, and other such chemical application shall be under the direct supervision of a supervisor or employee with a valid and active California Qualified Applicator certified by the State of California and registered with the County of Los Angeles. The rodenticide product to be used shall be recommended by an Agricultural Pest Control Adviser.
4. It is the Contractor's responsibility to close the public bicycle trail when the landscape maintenance operation warrants. It is the Contractor's

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responsibility to block the access road/bicycle trail and place signs both upstream and downstream of the work area. The upstream and downstream closure points shall be adjacent to a bicycle entrance gate so as to allow the bicyclist to exit the trail. The trail closure shall conform to Public Works standards, as follows:

- a. The trail closure signs shall state the date of closure and date the trail will be reopened.
- b. The signs shall also state the limits of the closure (where the bicyclist can reenter the trail).
- c. The signs shall use three (3) inch lettering.
- d. The trail closure signs shall be placed on the trail two weeks prior to the trail closure.
- f. Public Works Bicycle Trail Coordinator shall be notified prior to the closure of the bicycle trail.

J. Maps

Index maps of the Rio Hondo and San Gabriel Coastal Basin Spreading Grounds are located in Exhibit G.

K. Additional Responsibilities of the Contractor

The Contractor shall be responsible for the following items:

1. Furnish all supervision, labor, material, tools, equipment, transportation, and other items needed to perform landscape services as outlined herein.
2. Provide sufficient landscape personnel with the skills, training, and experience necessary to perform the various landscape activities in a professional manner. The Contractor shall ensure all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems (including drip systems) and can readily identify and isolate problems. Whenever applicable, the Contractor shall use a certified arborist, a certified horticulturist, certified Pest Control Applicators, and Pest Control Adviser, approved by Public Works for providing directions during maintenance (e.g., for tree trimming, shrubbery pruning, slope cutting, fertilizing, disease, and pest recommendations).
3. All herbicide applications shall be under the direct supervision of a Commercial Applicator certified by the State of California.
4. Ensure that all equipment used is adjusted properly and adequately sharp. The Contractor shall not use climbing spurs.

5. Be responsible for the repair of any damage to Public Works facilities resulting from work, including, but not limited to, the irrigation systems, fences, gates, signs, and road paving. The Contractor will not be paid for labor, equipment, and materials to make such repair.
6. Be responsible for any damage due to overspray of the adjoining areas (grasses, wildflowers, shrubs, trees, and/or other landscaping), in areas where chemical weed eradication is used. The Contractor shall replant (grasses, wildflowers, shrubs, trees, and/or other landscaping) damaged by the chemical. For this work described in this paragraph, the Contractor will not be paid for labor, equipment, and materials to make such repair. Failure by the Contractor to regrow plant life in the dead areas caused by overspray is grounds for termination of this Contract for default.
7. Remove all trimmings, debris, and trash, then dispose of them off-site at the end of each day's work. Also, all roadways, driveways, and sidewalks adjacent to each landscape operation shall be cleaned immediately following each landscape operation.
8. Do not work, store, and stockpile materials in the spreading basins. The Contractor shall be responsible for maneuvering around the basin high-water mark to avoid entering the water.
9. Inspect all landscaped areas for disease and insect infestation that could cause damage to the plant materials during each landscape maintenance activity. The Contract Manager shall be notified by the end of the week of any disease or insect infestation detected by the Contractor. The infestations shall also be reported as an attachment to Exhibit G, Monthly Landscape Maintenance Report. The cost for this inspection shall be included in the price for each plant maintenance activity listed in Form PW-2, Schedule of Prices, Items 1 - 5.
10. Submit a proposed maintenance schedule prior to the start of the Contract. The Contractor shall maintain and keep current a monthly maintenance report that records when periodic, seasonal, additional work and maintenance functions performed by the Contractor's personnel were completed. The report shall also include: locations of erosion on back slopes that are greater than four (4) inches that have been discovered; locations where disease or insect infestation has been discovered; locations where trees, shrubs, vines, or other plants are missing, dead, or should be removed; any irrigation systems which have to be operated manually; and any problems with the irrigation system, including malfunctions.
11. Submit Exhibit G, Monthly Landscape Maintenance Report to the County PWR monthly or upon request within three working days. The Contractor shall sign and have the Contract Manager counter sign

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Exhibit G. The Contractor shall submit Exhibit G and receipts of any purchased supplies with the monthly invoice in order to receive payment.

12. Contractor shall maintain its active and valid California-issued Contractor Classification C-27 and pest control business license throughout the duration of the entire term of the Contract.
13. Contractor's on-site supervising employee must have a minimum of three years of experience supervising landscape maintenance service.
14. Contractor shall employ a certified arborist and/or a certified horticulturist for providing direction during maintenance (e.g. for tree trimming, shrubbery pruning, slope cutting, and fertilization).
15. Once notified of deficiencies by County's representative, Contractor must correct the deficiency to the satisfaction of the PWR within 72 hours.
16. Subcontracting shall be prohibited.

L. Responsibilities of Public Works

Public Works will:

1. Provide jobsite inspection. The Contract Manager, through the PWR, may accompany the Contractor's crews conducting work and serve as an observer and quality control person at the jobsite.
2. Review and process all inspection/maintenance report results for completeness and accuracy of reporting. If any work referenced in this Exhibit's Work Description, and Responsibilities of the Contractor is not done properly, the Contract Manager will not approve the work for payment and will order the work to be redone.
3. Provide Maps and Irrigation and Landscape Drawings and Exhibit F, which show the locations where landscape maintenance services are to be performed. Record drawings will be provided to the Contractor.

It should be noted the landscaping may be modified subsequent to the original installation, and, thus, there may be variations between the existing landscape and the Record Drawings.

4. Be responsible for the inspection/certification of the mainline backflow devices located at each water service meter.

M. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

O. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
  - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract;
  - b. The parties are both experienced in the performance of the Contract work;
  - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;
  - d. The parties are not under any compulsion to contract;
  - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by

agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;

- f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
  - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

P:\aspub\CONTRACT\Edwin\Landscape RioHondo\2011\7 EXHIBIT A.DOC

## SERVICE CONTRACT GENERAL REQUIREMENTS

### SECTION 1

#### INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

Whenever in the Request for Proposals, Contract, Scope of Work, Specifications, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Agreement. The written, signed accord covering the performance of the requested service.

Board. The Board of Supervisors of County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The contract includes the Agreement, Exhibit A - Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, Exhibit E – Defaulted Property Tax Reduction Program, and other appropriate exhibits and amendments. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by this Contract.

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's state and federal taxpayer identification.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a subcontract nor a direct employee relationship.

Fiscal Year. The 12 month period beginning July 1st and ending the following June 30th.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement by the Contractor to employ a Subcontractor at any tier; to employ or agree to employ a Subcontractor, at any tier.

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.



## SECTION 2

### STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

#### A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.
4. For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

#### B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. Any payments by County to any approved delegate or assignee on any claim

under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions.

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.
2. Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract

subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified, former County employees who are on a reemployment list during the life of this Contract.

K. Consideration of Hiring GAIN and GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor.
2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California

law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

N. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O. County's Quality Assurance Plan

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may suspend or terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.

2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall indemnify, defend, and hold harmless, the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and

Volunteers from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

1. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
2. Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
3. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

U. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.



V. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.

7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.
8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

X. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

Y. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration, suspension, or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/suspension/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration/suspension/termination of this Contract.

Z. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

AA. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

BB. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

CC. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Chief, Administrative Services Division  
County of Los Angeles Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if Contractor is a partnership; or by the president, vice president, secretary, or general manager, if Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

DD. Publicity

Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

1. Contractor shall develop all publicity material in a professional manner.
2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.
3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

EE. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "trade secret," "confidential," or "proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other

proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided

services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

GG. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

HH. Contractor's Employee Criminal Background Investigation

Security and background investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting Contract. The cost of background checks is the responsibility of the Contractor.

II. Subcontracting

The following provision does not apply if Subcontracting is prohibited in the Contract. The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:

- a. A description of the work to be performed by the Subcontractor;
  - b. A draft copy of the proposed subcontract; and
  - c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.
5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and Subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

JJ. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

KK. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

LL. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.



## SECTION 3

### TERMINATIONS/SUSPENSIONS

A. Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may suspend or terminate this Contract pursuant to this Exhibit's Termination/Suspension for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code Chapter 2.202.

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than 10 days after the notice is sent.
2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:
  - a. Stop work under this Contract on the date and to the extent specified in such notice; and
  - b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly

end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:
  - a. Contractor has materially breached this Contract; or
  - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
  - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.
3. Except with respect to defaults of any Subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both Contractor and Subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the

Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination or suspension under the provisions of this paragraph, it is determined by County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.
5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "Subcontractor" and "Subcontractors" mean subcontractor at any tier.

D. Termination/Suspension for Improper Consideration

1. County may, by written notice to Contractor, immediately suspend or terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination or suspension, County shall be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:

- a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;
  - c. The appointment of a bankruptcy Receiver or Trustee for Contractor;  
or
  - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately suspend or terminate for default of this Contract.

G. Termination/Suspension for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract may be suspended or terminated as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such nonallocation of funds at the earliest possible date.

## SECTION 4

### GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

B. Cooperation

Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

D. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim, therefor, against County.

F. Jobsite Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor, including compliance with prevailing wage laws. The Contractor is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work and when applicable, is required to pay current prevailing wage rates adopted by the Director of the Department of Industrial Relations and will indemnify the County for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County;

- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions; and
  - d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.
2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. Public Convenience

Contractor shall conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

N. Quality of Work

Contractor shall provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

P. Safety Requirements

Contractor shall be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.

Q. Storage of Material and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. Transportation

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.



## SECTION 5

### INDEMNIFICATION AND INSURANCE REQUIREMENTS

#### A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

#### B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

#### C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature

whatsoever, including, but not limited to, injury or death to employees of Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph and Paragraph E of this Section. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
2. Evidence of Coverage and Notice to County - A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
  - a. Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
  - b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance

Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- c. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- d. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Department of Public Works, Administrative Services Division  
P.O. Box 1460  
Alhambra, California 91802-1460  
Attention of: Contract Analyst (noted in the RFP Notice)

- e. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.
3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies

the Required Insurance provisions herein.

4. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.
10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies

shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
13. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
14. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers shall be designated as an Additional Covered Party under any approved program.
15. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

## SECTION 6

### CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and suspend or terminate any or all existing contracts Contractor may have with County.

C. Nonresponsible Contractor

County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation



regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

## SECTION 7

### COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

#### A. Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

#### B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the

Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## SECTION 8

### SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

## SECTION 9

### COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

#### A. Living Wage Program

This Contract is subject to the provisions of County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

#### B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract:
  - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
  - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this Section, "Contractor" includes any Subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to County under this Contract. "Full-time"

means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between Contractor and County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also

verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions, such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under this Contract. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

G. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
  - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
  - c. Termination/Suspension: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living



wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. **Withholding Payment:** If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. **Liquidated Damages:** It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
  - c. **Termination/Suspension:** Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
3. **Debarment:** In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing

efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under this Contract unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-Employee staffing plan. If Contractor changes its full-time-Employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person, or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.

J. Contractor Standards

During the term of this Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

## SECTION 10

### TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunities vendor.

If Contractor has obtained County certification as a Transitional Job Opportunities vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than ten percent of the amount of this Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify Public Works of this information prior to responding to a solicitation or accepting a contract award.

## SECTION 11

### LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded;
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract; and
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and County's Office of Affirmative Action Compliance of this information.

## SECTION 12

### COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Sections 2.206 of the Los Angeles County Code (Exhibit E).

B. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through any contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

C. Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.



Department of the Treasury  
Internal Revenue Service

EXHIBIT C

**Notice 1015**

(Rev. December 2010)

**Have You Told Your Employees About the  
Earned Income Credit (EIC)?**

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**What Is the EIC?**

The EIC is a refundable tax credit for certain workers.

**Which Employees Must I Notify About the EIC?**

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2010 are less than \$48,362 that he or she may be eligible for the EIC.

**How and When Must I Notify My Employees?**

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2011.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

**How Will My Employees Know If They Can  
Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

**How Do My Employees Claim the EIC?**

Eligible employees claim the EIC on their 2010 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2010 and owes no tax but is eligible for a credit of \$829, he or she must file a 2010 tax return to get the \$829 refund.

**Can My Employees Get Advance EIC Payments?**

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their 2011 return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

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Notice **1015** (Rev. 12-2010)  
Cat. No. 205991



# *Safely* Surrendered *Baby Law*



*Babies can be safely surrendered  
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafeLA.org](http://www.babysafeLA.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

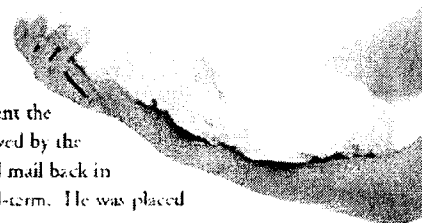
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9173

[www.babysafea.org](http://www.babysafea.org)



## **Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

### **2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

### **2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in

compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor

provision;

12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
  1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

## 2008 Spreading Grounds Landscape Contract for Rio Hondo & San Gabriel SGs

Rio Hondo Spreading Grounds ---									
Item	Unit	Basin #	Description	Length (ft)	Width (ft)	Acres			
1	ACRE	1,2,3,5	Landscaped area among basins	3,510	115	9.27			
2	ACRE	1	N/W border	1,110	30	0.76			
3	ACRE	2	North, east borders	3,600	30	2.48			
4	ACRE	3	East border	2,400	10	0.55			
5	ACRE	4	Landscaped area at southern end	640	257.5	3.78			
6	ACRE	6	East, west & south borders	5,910	10	1.36			
7	ACRE	8	North & east borders	4,195	10	0.96			
8	ACRE	9	North, east & south borders	2,000	10	0.46			
9	ACRE	10	North, east & south borders	3,590	10	0.82			
10	ACRE	1W	Along service road	1,290	10	0.30			
11	ACRE	1W	15' down from the edge of road around the basin, except channel side	1,590	15	0.55			
12	ACRE	2W-L	Lower basin, along service road	1,060	10	0.24			
13	ACRE	2W-L	15' down from the edge of road around the basin, except channel side	1,450	15	0.50			
14	ACRE	2W-U	Upper basin, along service road	2,350	10	0.54			

# 2008 Spreading Grounds Landscape Contract for Rio Hondo & San Gabriel SGs

Item	Unit	Basin #	Description	Length (ft)	Width (ft)	Acres
15	ACRE	2W-U	15' down from the edge of road around the basin, except channel side	1,530	15	0.53
16	ACRE	3W	Slope w/o CLF to Bluff Rd	1,720	50	1.97
17	ACRE	3W	15' down from the edge of road around the basin, except channel side	2,340	15	0.81
18	ACRE	4W	Slope w/o CLF to Bluff Rd	1,650	50	1.89
19	ACRE	4W	15' down from the edge of road around the basin, except channel side	2,025	15	0.70
20	ACRE	5W	Slope w/o CLF to Bluff Rd	1,650	50	1.89
21	ACRE	5W	15' down from the edge of road around the basin, except channel side	1,990	15	0.69
22	ACRE	6W	Slope w/o CLF to Bluff Rd	2,200	50	2.53
23	ACRE	6W	Landscaped area at southern end	170	420	0.30
24	ACRE	6W	15' down from the edge of road around the basin, except channel side	2,760	15	0.95
25	ACRE	7W	15' down from the edge of road around the basin	4,900	15	1.69
26	ACRE	8W	15' down from the edge of road around the basin	1,640	15	0.56
27	ACRE	9W	15' down from the edge of road around the basin	5,070	15	1.75
28	ACRE	10W	15' down from the edge of road around the basin	8,710	15	3.00
29	ACRE	RH	Both slopes along channel	17,713	40	16.27
						<b>58.09</b>

# 2008 Spreading Grounds Landscape Contract for Rio Hondo & San Gabriel SGs

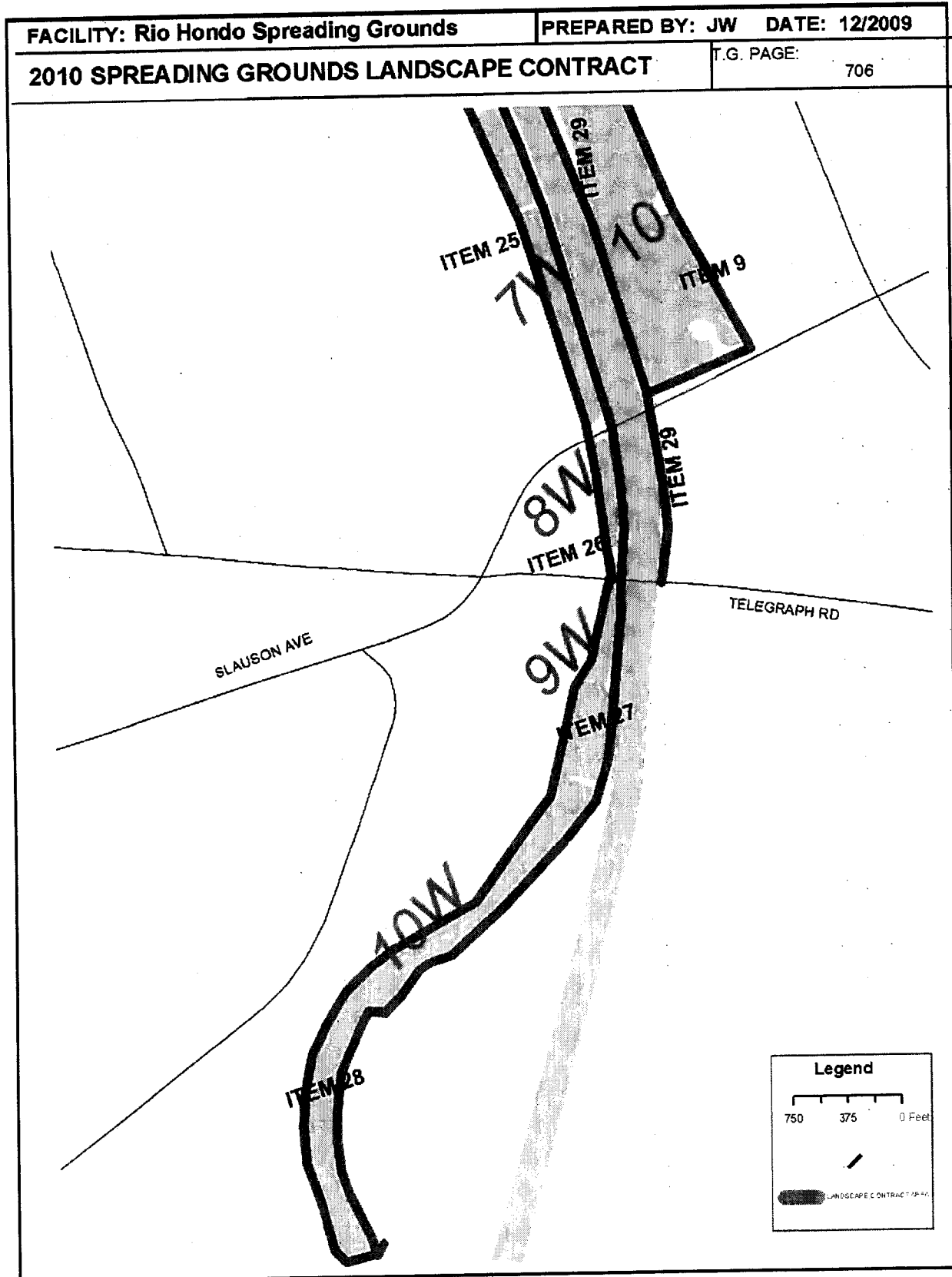
Item	Unit	Basin #	Description	Length (ft)	Width (ft)	Acres
San Gabriel Spreading Grounds ----						
30	ACRE	1,2,3	boarders	14,800	10	3.40
31	ACRE	1	Landscaped area at northern end	1,160	530	4.23
						<b>7.63</b>



SHEET 0 OF 4

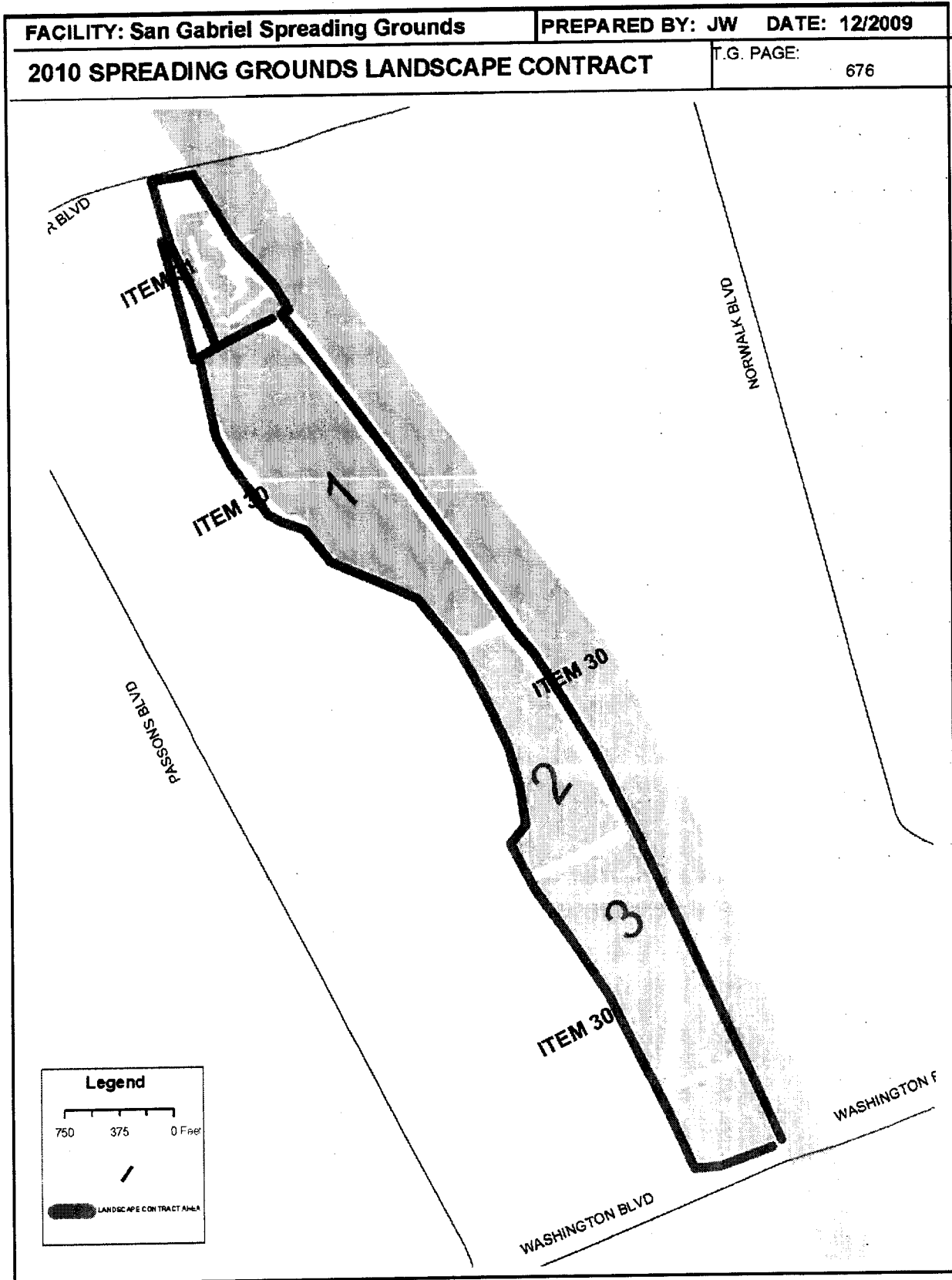


AREA MAPS



# AREA MAPS

Exhibit G





**LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS  
RIO HONDO/SAN GABRIEL COASTAL SPREADING GROUNDS**

Contractor Company Name: \_\_\_\_\_

Proj. Cost Account (PCA) \_\_\_\_\_ Org. Cost Account (OCA) \_\_\_\_\_ User Code 1 \_\_\_\_\_

**MONTHLY LANDSCAPE MAINTENANCE REPORT  
FOR THE MONTH OF \_\_\_\_\_**

**FACILITY NAME:** \_\_\_\_\_

SERVICE DESCRIPTION	Number/Acres	Completion Date	Comments
1) Tree and Shrubbery Trimming and Care			
2) Weed Control			
3) Litter Control			
4) Rodent and Insect Control			
5) Irrigation System Management			

AS NEEDED SERVICES (INDICATE HOURS FOR EACH DAY)	Week of	Mon	Tue	Wed	Thu	Fri	Sat/ Sun	Total
C1 "Replant Trees, Shrubs, Ground Covers, Wildflowers, etc."								
C2 "Manual Operation of Irrigation System"								
C3 "Irrigation System Repair" (7 a.m. to 4 p.m.)								
C4 "24-Hour Emergency Irrigation System Repair" (4 hours minimum for emergency call out repair)								

Remarks: \_\_\_\_\_

By signing this document, the contractor and/or his representative confirm that they agree with the number of hours worked or percent of work completed.

CONTRACTOR REPRESENTATIVE NAME : \_\_\_\_\_

CONTRACTOR REPRESENTATIVE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

DEPARTMENT REPRESENTATIVE NAME : \_\_\_\_\_

DEPARTMENT REPRESENTATIVE SIGNATURE : \_\_\_\_\_ DATE: \_\_\_\_\_

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS**

**REQUEST FOR PROPOSALS  
FOR  
LANDSCAPE MAINTENANCE SERVICES FOR THE  
RIO HONDO AND SAN GABRIEL COASTAL BASIN  
SPREADING GROUNDS  
(2011-PA008)**

**PROPOSAL DUE: May 16, 2011 @ 5:30PM**

**SUBMITTED BY:**



**LANDSCAPE**

**1027 E. ACACIA ST., ONTARIO, CA 91761**

**(800) 794-0063**

**FAX (909) 673-9192**

**[www.aztecalandscape.com](http://www.aztecalandscape.com)**

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May 16, 2011



County of Los Angeles  
Department of Public Works  
900 South Fremont Ave.  
Alhambra, CA 91803

Re: RFP #2011-PA008 Landscape Maintenance Services for the Rio Hondo and San Gabriel Coastal Basin Spreading Grounds

Dear Sir/Madam:

We are pleased to submit a proposal for the above referenced project. We have carefully reviewed the Request for Proposal, and we believe that we are well qualified for the project. Our company has been in business since 1978, and we have approximately 21 landscape contracts in the Counties of Los Angeles, San Bernardino, Riverside, Orange and Ventura, many of comparable size and service. In addition, we also provide services to the private businesses, for example, community centers, little leagues, high schools, industrial complexes, and churches.

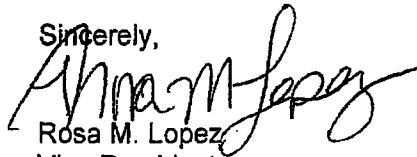
Those individuals that are authorized to make representations for our company are as follows:

Name	Title	Cellular
Aurora Farias	President	
Rosa M Lopez	Vice-President/CFO	
Noe Farias	Secretary	
Brian Eddy	Contract Administrator	
Raul Farias	Project Supervisor	

Further, those individuals able to bind the company into any agreement are Aurora Farias, Rosa M Lopez, and Noe Farias. Please see *Certificate of President and Secretary* in the **Additional Information** section.

If you have any questions or need further information, please do not hesitate to call.

Sincerely,

  
Rosa M. Lopez  
Vice-President  
RML

State of California  
Secretary of State



STATEMENT OF INFORMATION

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME (Please do not alter if name is preprinted.)

C1054076  
AZTECA LANDSCAPE  
1027 E ACACIA ST  
ONTARIO CA 91761

DUE DATE: 09-30-09

NO CHANGE STATEMENT (Not applicable if agent address of record is a P.O. Box address. See instructions.)

2. If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 16.  
☒ If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement has been previously filed, this form must be completed in its entirety.

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 3 and 4 cannot be P.O. Boxes.)

3. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
4. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE CA	ZIP CODE
5. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 3	CITY	STATE	ZIP CODE

NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

6. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
7. SECRETARY/	ADDRESS	CITY	STATE	ZIP CODE
8. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE

NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)

9. NAME	ADDRESS	CITY	STATE	ZIP CODE
10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE

12. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 14 must be completed with a California street address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 14 must be left blank.)

13. NAME OF AGENT FOR SERVICE OF PROCESS

14. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY

TYPE OF BUSINESS

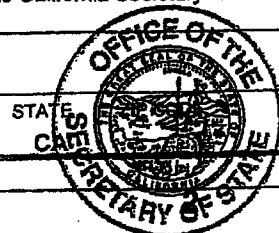
15. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

16. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

7-31-09 Rosa M Lopez

VP/CEO

Anna M Lopez





# State of California Secretary of State

## STATEMENT OF INFORMATION (Domestic Stock Corporation)

**S****FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.****IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM****1. CORPORATE NAME** (Please do not alter if name is preprinted.)

C1054076

AZTECA LANDSCAPE

**DUE DATE:****CALIFORNIA CORPORATE DISCLOSURE ACT (Corporations Code section 1502.1)**

A publicly traded corporation must file with the Secretary of State a Corporate Disclosure Statement (Form SI-PT) annually, within 150 days after the end of its fiscal year. Please see reverse for additional information regarding publicly traded corporations.

**COMPLETE ADDRESSES FOR THE FOLLOWING** (Do not abbreviate the name of the city. Items 2 and 3 cannot be P.O. Boxes.)

2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY AND STATE	ZIP CODE
1027 E. Acacia St.	Ontario, CA	

3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
1027 E. Acacia St.	Ontario	CA	

**NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS** (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

4. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY AND STATE	ZIP CODE
Aurora Farias	1027 E. Acacia St.	Ontario, CA	91761

5. SECRETARY/	ADDRESS	CITY AND STATE	ZIP CODE
Noe Farias	1027 E. Acacia St.	Ontario, CA	91761

6. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY AND STATE	ZIP CODE
Rosa M. Lopez	1027 E. Acacia St.	Ontario, CA	91761

**NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS** (The corporation must have at least one director. Attach additional pages, if necessary.)

7. NAME	ADDRESS	CITY AND STATE	ZIP CODE
Aurora Farias	1027 E. Acacia St.	Ontario, CA	91761

8. NAME	ADDRESS	CITY AND STATE	ZIP CODE
Rosa M. Lopez	1027 E. Acacia St.	Ontario, CA	91761

9. NAME	ADDRESS	CITY AND STATE	ZIP CODE

**10. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:** 0**AGENT FOR SERVICE OF PROCESS** (If the agent is an individual, the agent must reside in California and item 12 must be completed with a California address. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 3505 and item 12 must be left blank.)**11. NAME OF AGENT FOR SERVICE OF PROCESS**  
Aurora Farias

12. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
1027 E. Acacia St.	Ontario	CA	91761

**TYPE OF BUSINESS****13. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION**  
Landscape Maintenance**14. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.**Aurora Farias  
TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

SIGNATURE

President

TITLE

DATE

8-12-05

APPROVED BY SECRETARY OF STATE

## **EXPERIENCE**

## **Background and Experience**

**Background:** The Company began operations in September 1975 under the name J & R Landscape Maintenance Co., Inc. In 1994, the company initiated a corporate name change to Azteca Landscape. Following are the *Articles of Incorporation* for your reference.

The company began servicing municipalities since the 1980s. Their primary customers have been cities in the Los Angeles, Orange, Riverside, San Bernardino, and San Diego Counties.

Azteca Landscape has continued to provide service to the Los Angeles, San Bernardino, Riverside, and Orange County municipalities. Eight years ago, Azteca established itself in Ventura County. Currently the company provides services to the County of Los Angeles, Department of Parks and Recreation.

Through dependability and hard work, Azteca Landscape has maintained long-term relationships and satisfied customers for over 20 years; for example, the City of West Covina and the City of Whittier.

**Organization:** The Company is structured as follows:

President – Aurora Farias

Vice-President – General Management – Rosa M. Lopez

Vice-President-Operations (Account Manager – Ventura) – Noe Farias

### **Account Managers**

- Juan P. Lopez – Beaches
- Roberto Ramirez – Inland Empire
- Raul Farias – Los Angeles

### **Office Staff**

- Contract Administrator – Brian Eddy
- Human Resources – Yesenia Ramirez
- Accounting Clerk – Julia Vasquez
- Administrative Assistant – Rebecca Hernandez

For this project the hierarchy would be as follows:

- Crew and Crew Leader, reporting to
- the Foreman (Heriberto Farias), reporting to
- the Account Manager (Raul Farias), reporting to
- VP-General Management (Rosa Lopez)

**Quality of Experience:** Azteca provides a wide range of landscape maintenance services which include:

- Large-scale mowing of parks and large turf areas
- Complete landscape maintenance of parks including janitorial services
- Maintenance of landscape maintenance districts, medians, parkways, and slopes
- Full service pest control within the landscape
- Full new landscaping installation
- New irrigation installation
- Irrigation system repair and troubleshooting
- Complete maintenance of commercial properties and shopping centers
- Weed abatement of small to medium sized lots
- Trash removal and disposal
- Fertilizer application to turf, shrubs, ground covers, and trees
- Steam and high pressure washing of hardscapes
- Ground cover, shrubs, and tree planting
- Baseball and softball field maintenance
- Superior maintenance of high priority and highly visible areas
- Landscape upgrades
- Manual watering with the use of a water truck or trailer
- Pond and lake maintenance and treatment

**Staff Experience:** Our field staff is experienced in the many facets of city maintenance projects including public parks, medians, and parkways. This hands-on field experience coupled with the high standards set forth by our company's maintenance supervisors, foremen crew leaders, and administrative staff, assures a superior level of service and reliability.

**Aurora Farias, President:** Ms. Farias' presidency began in 1998. Since that time, she has developed a team of highly qualified, competent personnel to help her achieve the company goals.

**Rosa M. Lopez, Vice-President/CFO:** Ms Lopez holds a bachelor's degree in Business Administration from Cal State Fullerton and a Master of Management from the University of Phoenix. Rosa has 20 years of experience in financial analysis and has worked in the landscape industry for over 16 years. She currently oversees all the accounting procedures, budgeting, bidding, and administration of the overall business. With her education and managerial background, she has developed new strategies to improve work performance and improve efficiency. Rosa is currently the Responsible Managing Officer for the company's C-27 contractor's license.

**Noé Farias, VP-Operations/Secretary:** Mr. Farias has a bachelor's degree in Business Administration from Cal Poly Pomona. Noé has been with the company since 2005. During that time, he has taken advantage of every learning opportunity within the business. Currently, he is responsible for managing resources, filling a vacant position of Account Manager in Ventura, and implementing various best practices programs to improve efficiency and streamline costs.

**Brian Eddy, Contract Administrator/Safety Manager:** Mr. Eddy has 16 years of combined experience in customer service and business management. Brian came to the company in 2008 in the capacity of Contract Administrator. Since then, he has been completing a certificate program in Horticultural Science through the University of Riverside. Further, he has taken on the responsibility of Safety Manager. His strengths in business management, customer service, and newly acquired education have enabled him to successfully manage many of our field projects.

**Yesenia F. Ramirez, Human Resources Manager:** Ms. Ramirez has been with our company since 1993 and currently manages all payroll, personnel, and workers compensation matters for the company. Yesenia holds an Associate of Science Degree in Business Administration from Mt. San Jacinto College and a human resources certification from Chaffey College.

**Marco A. Ortiz, QAL – Pesticide Technician:** Mr. Ortiz has been with our company since 1996. He is responsible for all pesticide applications. He works closely with our pesticide vendor to train personnel and obtain recommendations. Further, Marco is responsible for initiating notices of intent, purchasing chemicals, complying with agriculture commissioner requirements, and any other duties related to pesticide applications. Mr. Ortiz holds a Pest Control Qualified Applicator License with categories BCDF.

**Raul Farias, Account Manager (Maintenance Supervisor)** has been with the company since 1990. His career began as a laborer, advancing to irrigation technician, and currently, holds the position of Maintenance Supervisor. Raul has demonstrated capabilities in managing personnel. He is solely responsible for 30 plus employees; administers several contracts including East County Medians for the County of Los Angeles, Department of Public Works; and is proficient in scheduling. Because of his longevity and advancements, he is well rounded in the landscape maintenance industry. The company has sponsored Raul as he works to obtain his Landscape Industry Certified Technician – Irrigation module certification.

**Heriberto Farias, Maintenance Foreman,** approximately 30 years of experience in all areas of city landscape maintenance and in particular in the maintenance requirements for public park facilities and medians.

**To be determined, Irrigation Technician:** Most of our irrigation technicians are trained in-house through a mentoring program. Our trainees work closely with our seasoned technicians for a minimum of one (1) year. Further, the company partners with Irrigator Tech in their Certified Irrigation Repair Technician program. The program consists of:

- A week long course which includes written and practical testing.
- Annual eight (8) hours refresher course.

**ROSA MARIA LOPEZ**

<b>EDUCATION:</b>	<p><b>MM, University of Phoenix</b> Graduated: February 2008 Emphasis: Management</p> <p><b>BA, California State University, Fullerton</b> Graduated: January 1994 Emphasis: Accounting</p> <p><b>California State Polytechnic University, Pomona</b> Attendance: Sept. 1995 – Dec. 1997 Emphasis: Horticultural Science</p> <p><b>Mount San Antonio College</b> Attendance: Sept. 2001 – June 2003 Emphasis: Horticultural</p>
<b>EXPERIENCE:</b>	<p><b>Azteca Landscape</b> May 2001 to Present Position: Vice-President/CFO/RMO</p> <ul style="list-style-type: none"><li>- Responsible for financial statement analysis, including cash flows</li><li>- Oversee all aspects of the accounting process</li><li>- Review job costing reports for profitability</li><li>- Maintain company policies and procedures</li><li>- Budgeting for new equipment purchases</li></ul> <p><b>Shafer &amp; MacRae, CPAs</b> September 2000 to April 2001 Position: Senior Accountant</p> <ul style="list-style-type: none"><li>- Prepare compilation, reviewed, and audited financial statements</li><li>- Prepare federal and state tax returns</li><li>- Prepare other tax reporting documents</li></ul> <p><b>Kuebler, Thomas &amp; Co., CPAs</b> September 1997 to August 2000 Position: Staff Accountant</p> <ul style="list-style-type: none"><li>- Prepare compilation and reviewed financial statements</li><li>- Prepare federal and state tax returns</li><li>- Prepare other tax reporting documents</li></ul> <p><b>Azteca Landscape</b> February 1991 to July 1997 Position: Office Manager</p>
<b>CERTIFICATIONS:</b>	Contractors State License [REDACTED]
<b>SKILLS:</b>	QuickBooks, Adobe, and Microsoft Office software
<b>LANGUAGES:</b>	Fluent in English and Spanish



**RAUL FARIAS****EXPERIENCE****Azteca Landscape**

April 1999 to Present

Position: Maintenance Supervisor

- Schedule tasks to be completed according to project specifications.
- Enforces company policies and safety regulations.
- Evaluate the quality of service and develops procedures to minimize customer concerns.
- Conducts on-going employee training including customer service skills and safety policy procedures.
- Maintain time and production records.
- Conducts employee performance evaluations, salary recommendations, and administers disciplinary actions consistent with company policy.
- Schedules work assignments for 25 employees.
- Meets with City Representatives to discuss concerns and recommendations.

June 1993 to April 1999

Position: Irrigation Technician

- Activate and deactivate irrigations systems according to seasonal priorities or pre-established schedules.
- Program irrigation clocks to ensure proper watering of landscapes maintained.
- Install new or renovated irrigation systems.
- Perform irrigation service and repairs as required including main lines, valves, and sprinklers.
- Purchase materials required maintaining an accurate inventory and strict cost control.
- Submit accurate billing for chargeable work performed.
- Ensure proper use, care, and inventory of company vehicle, equipment, and tools assigned.

**SKILLS**

Knowledgeable in Rain Master Satellite Irrigation Control System.

**TRAINING**

Univar USA Inc., Anaheim, CA

- Pesticide application and safety training – February, 2010

Metropolitan Water District of Southern California

- Basics of Irrigator Session 1 & 2, Water Conservation

CPR and First Aid Training – November 2008

**LANGUAGES**

Fluent in English and Spanish

## HERIBERTO FARIAS

### EXPERIENCE:

#### **Azteca Landscape**

January 2010 to Present

Position: Maintenance Foreman

- Supervises maintenance projects consisting of 3 to 7 man crews
- Schedules day-to-day tasks
- Supplies resources for assigned projects
- Prepare timesheets, sales orders, proposals, and other paperwork

#### **Azteca Landscape**

June 2008 to December 2010

Position: Operations Manager

- Oversees all field crews and coordinates/schedules jobs.
- Oversees and directly responsible for equipment repair, maintenance, and allocation.
- Monitors activities of Pesticide Department.
- Inspects project progression for quality control.

#### **Azteca Landscape**

September 1998 to June 2008

Position: General Manager

- Oversees all field crews and coordinates/schedules all jobs.
- Oversees estimating process.
- Oversees equipment repair, maintenance, and allocation.

#### **Azteca Landscape,**

Division of J&R Landscape Maintenance Co., Inc.

March 1977 to September 1998

Position: Field Supervisor

#### **Micro Data**

January 1976 to March 1977

Position: Factory Laborer

### EDUCATION:

**University of San Bernardino**

*September 1987 to August 1990*

- Management Courses

**Costa Mesa College**

September 1986 to August 1987

- Pesticide Application Course

### SEMINARS:

**Univar USA, Inc.**

- Pesticide application training – February 2010

### CERTIFICATIONS:

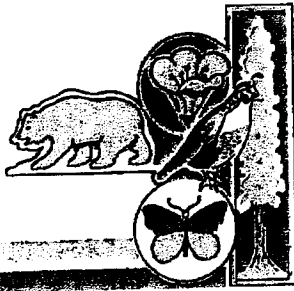
CPR and First Aid Training – November 2008

### LANGUAGES:

Fluent in English and Spanish

**Requirements:** Based on the company background and the quality and quantity of its staff presented above, Azteca Landscape meets the mandatory requirements as detailed in Section 1B of the specifications. Below is a bullet point outline.

- The proposer, Azteca Landscape, has been supplying services to various municipalities in 1980 and the County of Los Angeles since 1995 (Foothill Area Parks)
- The managing employee, Raul Farias, has 21 years of experience in the landscape maintenance industry. Further, he has attended several seminars and training to always keep his knowledge base current.
- The on-site supervising employee, Heriberto Farias, has over 30 years of experience in the landscape maintenance industry. He has recently moved back into project supervision implementing his years of experience to fulfill all contractual responsibilities.
- The company license numbers are as follows (copies are presented in the section titled **Licenses and Certifications**)
  - Contractor's License No. 417003, C-27, expires 01/31/2013
  - California Qualified Applicator License, Marco A. Ortiz, QAL 102467, expires 12/31/2011
  - California Pest Control Business License No. 30336, expires 12/31/2012
  - County of Los Angeles Ag Pest Control Registration No 2000151, expires 12/31/2011



State  
of  
California  
SECRETARY OF STATE'S OFFICE

CORPORATION DIVISION

I, *TONY MILLER*, Acting Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute  
this certificate and affix the Great  
Seal of the State of California this

MAY 23 1994



*Tony Miller*  
Acting Secretary of State

**CERTIFICATE OF AMENDMENT OF  
ARTICLES OF INCORPORATION  
OF**

**J & R LANDSCAPE MAINTENANCE CO., INC.**

Jose Alfaro and Raul Farias certify that:

1. They are the duly elected and acting President and Secretary respectively, of said corporation.

2. The Articles of Incorporation of said corporation shall be amended by revising Article I to read as follows:

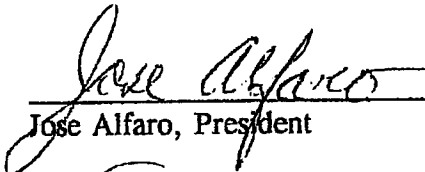
**I**

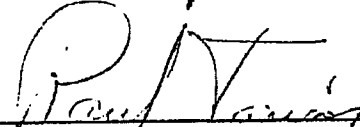
The name of this corporation is AZTECA LANDSCAPE.

3. The foregoing amendment and this certificate have been approved by the Board of Directors of said corporation.

4. The foregoing amendment was approved by the required vote of the shareholders of said corporation in accordance with Section 902 of the California General Corporation Law; the total number of outstanding shares entitled to vote with respect was ten thousand (10,000) common shares; and the number of shares of voting in favor of the foregoing amendment was ten thousand (10,000) common shares constituting 100% of the outstanding shares entitled to vote.

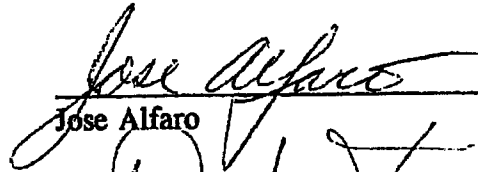

IN WITNESS WHEREOF, the undersigned has executed this Certificate on April 29, 1994.

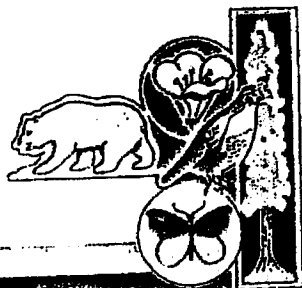
  
\_\_\_\_\_  
Jose Alfaro, President

  
\_\_\_\_\_  
Raul Farias, Secretary

The undersigned, Jose Alfaro and Raul Farias, the President and Secretary, respectively, of J & R Landscape Maintenance Co., Inc. each declares under penalty of perjury that the matters set out in the foregoing Certificate are true of their own knowledge.

Executed at Irvine, California on April 29, 1994.

  
\_\_\_\_\_  
Jose Alfaro  
  
\_\_\_\_\_  
Raul Farias



# State of California

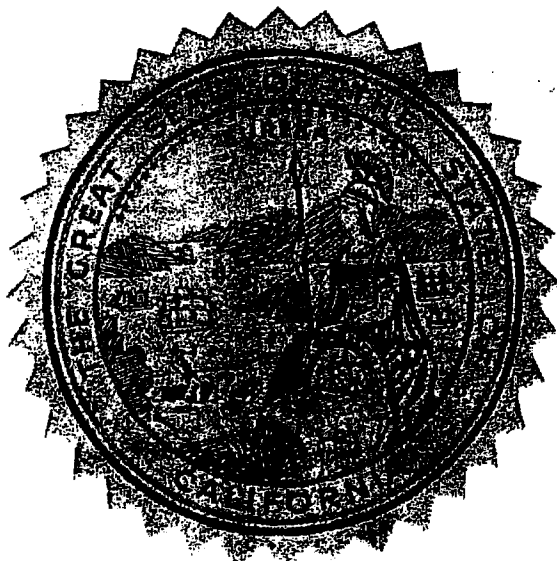
OFFICE OF THE SECRETARY OF STATE

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute  
this certificate and affix the Great  
Seal of the State of California this

SEP - 8 1981



*March Fong Eu*

Secretary of State

ARTICLES OF INCORPORATION  
OF  
J & R LANDSCAPE MAINTENANCE CO., INC.

I

The name of this corporation is J & R LANDSCAPE  
MAINTENANCE CO., INC.

II

The purpose of this corporation is to engage in any  
lawful act or activity for which a corporation may be organized  
under the General Corporation Law of California other than  
the banking business, the trust company business or the  
practice of a profession permitted to be incorporated by the  
California Corporations Code.

III

The name and address in the State of California of  
this corporation's initial agent for service of process is:  
Jose A. Alfaro, 10964 Roswell Avenue, Pomona, CA 91766.

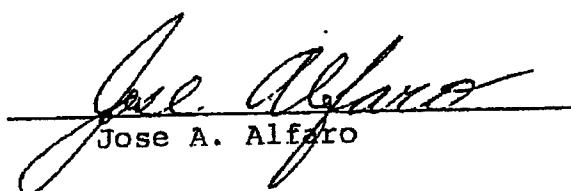
IV

This corporation is authorized to issue only one class  
of shares of stock; and the total number of shares which this  
corporation is authorized to issue is 50,000 shares.

Dated: September 3, 1981.

  
Jose A. Alfaro

I hereby declare that I am the person who executed the  
foregoing Articles of Incorporation, which execution is my  
act and deed.

  
Jose A. Alfaro



## **WORK PLAN**

## **Work Plan**

Along with the LW-8, we would like to supply further detail on how we plan to achieve and fulfill the expectations of this Request for Proposal for the Rios Hondo and San Gabriel Coastal Basin Spreading Grounds. In working with the County prior to this proposal, we have successfully completed the work to the County's expectations and anticipate that our current tactics are to the County's approval. Based on this, we propose the following:

- Work will assign staff to this project from 7:00 am to 3:30 pm, daily. The employees will be dispatched from our equipment yard in the City of Pomona. The employees will report to this location, load the necessary equipment and be transported to the job site.
- Those assigned to this job are:
  - Account Manager (Maintenance Supervisor) – Will work four (4) hours per week who will be preparing reports and managing the job site including any necessary meetings with County Inspectors.
  - Maintenance Foreman – Will work twenty (20) hours per week. He will be directing crews, providing materials, supplies, and tools necessary to perform the daily tasks.
  - Irrigation Technician – Will work sixteen (16) hours per week. This employee will inspect, troubleshoot, and repair the irrigation system.
  - Pesticide Technician – Will be assigned to work four (4) hours per week. He will perform all pest control and weed control operations.
  - Crew Leader – Will be assigned to the project forty (40) hours per week. He will lead the crews as well as perform landscape maintenance tasks. This employee will work closely with the Maintenance Foreman to fulfill the required tasks assigned.
  - Maintenance gardeners – Four (4) employees will be assigned to work forty (40) hours per week. They will be performing all maintenance duties.

These hours are estimates. If additional hours are required due to unexpected events additional labor forces will be added as deemed necessary to complete the work to specifications.

To further elaborate on the work plan, the company has several policies, procedures, and practices in place to effectively and efficiently fulfill the specifications. For instance, the company finds that a best practice is to continuously have staff in training. Each Maintenance Supervisor mentors an employee to develop into a Maintenance Foreman. Irrigation technicians mentor employees to learn the trade. Thus, in instances of turnover, new projects, and promotion, Azteca has staff to fill those opportunities.

A second practice that the company has in place is employee identification. It has been our experience that it is imperative that our employees are easily identifiable. Therefore, we have implemented a strict uniform policy. The uniform consists of a cap, shirt, and

identification badge. All are clearly labeled 'Azteca Landscape.' The identification badge also includes an employee photo, name, department number, and employee number.

Thirdly, Azteca has an effective IIPP. Our Safety Administrator conducts on-site inspections, no less than monthly, oversees that all attend a bi-weekly tailgate meeting (safety meeting), and strictly enforces our safety rules.

Lastly, we have established that the hierarchy established by the company has been effective in maintaining superior quality and quality control. The account managers that Azteca employs have all been trained and agree that our quality, integrity, and sense of responsibility have enabled us to maintain customers for 25 plus years. Raul Farias, Account Manager, will oversee the project, visit the site, inspect workmanship, and make service improvements. He will coordinate work with the Foreman; always look for areas of improvement; and make suggestions to the Public Works Contract Manager.

Azteca Landscape has an effective communication program. Each crew leader is issued a Sprint/Nextel direct connect telephone which enables the crew to communicate to the foreman and supervisor. The foreman and supervisor are issued a Sprint/Nextel cellular and direct connect telephone enabling them to communicate with crews and customers. These numbers will be provided to the County. Further, all supervisors maintain their cellular telephone on and charged 24 hours for emergencies. In addition, if calling the office number, by dialing 2, you are directly transferred to an on-call technician.

## **QUALITY ASSURANCE**

### **Quality Assurance**

The account manager is responsible for implementing the quality control procedures. He will conduct a weekly inspection. The inspection will include that all of the tasks have been completed as scheduled. The schedule will be prepared based on the tasks and frequencies detailed PW-2 – Schedule of Prices. The account manager will communicate his findings to the foreman and immediately schedule personnel to correct deficiencies. Included in their discussion will be suggestions and concerns that will be communicated to the Public Works Contract Manager.

All inspections are documented. Attached is a copy of the *Site Inspection Form* that the company uses to maintain quality and communicate (document) inspections.

## Job Site Inspection Form

Job No. \_\_\_\_\_

Original Inspection Date \_\_\_\_\_

**Job Name** \_\_\_\_\_

**Location:**

**Deficiencies Noted:**

**Date Corrected**

**Signature**  
**Operations Manager**

**Signature**  
**Maintenance Supervisor**

### Re-Inspection

**Approved**

**Denied**

**Date**

**Signature**  
**Operations Manager**

**Office Use Only**

### Data Received

**Office Copy**

**Spvr Copy**

**Supervisor Copy - White**

**Manager Copy - Yellow**

Office Copy - Pink

## **SUBCONTRACTORS**

## **SUBCONTRACTOS**

Subcontractors will not be required for this contact job.



## **LICENSES AND CERTIFICATIONS**



State Of California  
**CONTRACTORS STATE LICENSE BOARD**  
**ACTIVE LICENSE**



License Number

**417003**

Entity **CORP**

Business Name

**AZTECA LANDSCAPE**

Classification(s) **C27**

Expiration Date **01/31/2013**

[www.cslb.ca.gov](http://www.cslb.ca.gov)



Any change of business address/home must be reported to the Registrar within 90 days.

This license is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason.  
This pocket card is valid through the expiration date only.

If found, drop in any mailbox.  
Postage guaranteed by:  
Contractors State License Board  
P.O. Box 26000, Sacramento CA 95826

*Anita M. Lopez*

Licensee Signature



**dpr** DEPARTMENT OF PESTICIDE REGULATION  
LICENSING/CERTIFICATION PROGRAM  
QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE 01/01/2010  
VALID THROUGH 12/31/2011  
QAL 102467 BCF  
MARCO A ORTIZ  
4073 HENNES AVE  
RIVERSIDE CA 92509

*Handwritten signature: Marco A. Ortiz*

**SIGNATURE**

This person is qualified to apply or supervise the application of pesticides pursuant to Division 6, Chapter 6 of the Food and Agricultural Code in the categories indicated on the face of this card. This license does not authorize any person to engage for hire in the business of pest control. A DPR Pest Control Business License is required. In addition to this Qualified Applicator License to engage in the business of Pest Control for hire, Category C is only for M3 Pest Control Businesses. This License must be shown to any representative of the Director or Commissioner upon request.

- License Categories**
- |   |                              |
|---|------------------------------|
| A. Residential, Industrial, and Institutional | I. Animal Agriculture        |
| B. Landscape Maintenance                      | ci. Demolition and Research  |
| C. Right-of-Way                               | K. Health Related            |
| D. Plant Agriculture                          | L. Wood Preservation         |
| E. Forest                                     | M. Antifouling - Tributyltin |
| F. Aquatic                                    | N. Sewer Line Root Control   |
| G. Regulatory                                 | O. Field Fumigation          |
| H. Seed Treatment                             | Q. Maintenance Gardener      |



**CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION**

1001 I STREET  
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2011  
EXPIRES: December 31, 2012

**PEST CONTROL BUSINESS MAIN  
LICENSE**

Invalid if insurance not maintained or person dies before expiration date.

**LICENSE NO. 28826**

**Mailing Address**

**AZTECA LANDSCAPE, INC.  
1027 E ACACIA ST  
ONTARIO, CA 91761**

**Business Location**

**AZTECA LANDSCAPE, INC.  
1027 E ACACIA ST  
ONTARIO, CA 91761**

*Mary Ann Warnerham, Director*

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW  
THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE

# County of Los Angeles

No. 2000151

## AGRICULTURAL PEST CONTROL REGISTRATION

For Calendar Year Ending December 31, 2011

Name: AZTECA LANDSCAPE, INC. 800-794-0063  
(TELEPHONE)  
Address: 1027 E ACACIA STREET ONTARIO CA 91761  
(STREET) (CITY) (STATE) (ZIP)

THIS CERTIFIES that the above named individual or firm has been duly registered in accordance with Section 11732 of the California Food and Agricultural Code, and is entitled to engage for hire in the County of Los Angeles in the business of pest control of the types listed below:

<input checked="" type="checkbox"/> (A) Residential, Industrial and Institutional	<input type="checkbox"/> (I) Animal Agriculture
<input checked="" type="checkbox"/> (B) Landscape Maintenance	<input type="checkbox"/> (J) Demonstration and Research
<input type="checkbox"/> (C) Right-of-Way	<input type="checkbox"/> (K) Health Related
<input type="checkbox"/> (D) Plant Agriculture	<input type="checkbox"/> (L) Wood Preservatives (Subcategory of A and C)
<input type="checkbox"/> (E) Forest	<input type="checkbox"/> (M) Antifouling Paints or Coatings Containing Tributyltin (Subcategory of A)
<input checked="" type="checkbox"/> (F) Aquatic	<input type="checkbox"/> (N) Sewer Line Root Control (Subcategory of A)
<input type="checkbox"/> (G) Regulatory	<input type="checkbox"/> (O) Field Fumigation
<input type="checkbox"/> (H) Seed Treatment	<input type="checkbox"/> (Q) Maintenance Gardener

Agricultural Commissioner/Director of Weights and Measures  
County of Los Angeles  
Date: January 3, 2011

Agent: MARCO A ORTIZ  
State Business License No. 30336

Revised PUEa-05 (2-08)

## **INSURANCE**

**ACORD CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
8/26/2010

PRODUCER (530) 668-2777  
 Armstrong & Associates Insurance Services  
 License # 0B50501  
 P.O. Box 1270  
 Woodland, CA 95776-1270

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Azteca Landscape Inc.  
 1027 E. Acacia Street  
 Ontario, CA 91761

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Golden Eagle Insurance

INSURER B: Admiral Insurance Company

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY		9/1/2010	9/1/2011	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMPROP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				Deductible None
A	AUTOMOBILE LIABILITY		9/1/2010	9/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EAACC \$
	GARAGE LIABILITY				AUTO ONLY: AGG \$
	<input type="checkbox"/> ANY AUTO				
A	EXCESS/UMBRELLA LIABILITY		9/1/2010	9/1/2011	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				EL EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				EL DISEASE - EA EMPLOYEE \$
	OTHER				EL DISEASE - POLICY LIMIT \$
B	Employment Related Practices L		1/11/2010	1/11/2011	Excd Professional Liab
A	Employee Dishonesty		9/1/2010	9/1/2011	Deductible \$500 \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 10 day notice of cancellation will be given for non-payment of premium or non-reporting of payroll.

## CERTIFICATE HOLDER

PROOF OF INSURANCE

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: MH

DATE (MM/DD/YYYY)

03/29/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Pleasanton Valley Insurance  
Lic #0B07066  
6602 Owens Drive, Suite 200  
Pleasanton, CA 94588  
Jose Laris

925-462-2111

925-462-2113

CONTACT NAME: Margaret Hotting

PHONE (AC, No, Ext): 925-462-2111

FAX (AC, No): 925-946-2113

E-MAIL: margaret@pvigroup.com

PRODUCER CUSTOMER ID #: AZTEC-5

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Old Republic Construction

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED  
Azteca Landscape, Inc.  
1027 E. Acacia Street  
Ontario, CA 91761

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS						\$
	NON-OWNED AUTOS						\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/>						EACH OCCURRENCE \$
	RETENTION \$						AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						\$
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NE)				04/01/11	04/01/12	X WC STATUTORY LIMITS OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

CLOSANP

County of Los Angeles  
Dept. of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Wayne M Rudick

© 1988-2009 ACORD CORPORATION. All rights reserved.



## **RECORD KEEPING**

## **RECORD KEEPING**

See for LW-9 in the Required Forms Section following.

## **FORMS**

## VERIFICATION OF PROPOSAL

<b>DATE:</b> May 16, 2011		<b>THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:</b>	
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.			
2. NAME OF SERVICE: Landscape maintenance services 2011-PA008			
<b>DECLARANT INFORMATION</b>			
3. NAME OF DECLARANT: Rosa M. Lopez			
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S). Azteca Landscape			
5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS: Vice-President and Chief Financial Officer			
<b>PROPOSER INFORMATION</b>			
6. Proposer's full legal name: Azteca Landscape		Telephone No.: (909) 673-0889	
Address: 1027 E Acacia St, Ontario, CA 91761		Fax No.: (909) 673-9192	
e-mail: <a href="mailto:rosa@aztecalandscape.com">rosa@aztecalandscape.com</a>	County WebVen No.: 04916501	IRS No.: 95-3675807	Business License No.: 417003, C-27
7. Proposer's fictitious business name(s) or dba(s) (if any): N/A			
County(s) of Registration:		State:	Year(s) became DBA:
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor		Name of Proprietor:	
<input checked="" type="checkbox"/> A corporation:		Corporation's principal place of business: 1027 E Acacia St, Ontario, CA 91761	
		State of incorporation: California	Year incorporated: 1981
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts		President/CEO:	
		Secretary:	
<input type="checkbox"/> A general partnership:		Names of partners:	
<input type="checkbox"/> A limited partnership:		Name of general partner:	
<input type="checkbox"/> A joint venture of:		Names of joint venturers:	
<input type="checkbox"/> A limited liability company:		Name of managing member:	
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s) Aurora Farias	Title President	Phone (909) 673-0889	Fax (909) 673-9192
Street 1027 E Acacia St	City Ontario	State CA	Zip 91761
Name(s) Rosa M Lopez	Title VP/CFO	Phone (909) 673-0889	Fax (909) 673-9192
Street 1027 E Acacia St	City Ontario	State CA	Zip 91761
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes, name of parent firm: _____			
State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s):			
Name(s): _____		Year of name change: _____	
Name(s): _____		Year of name change: _____	
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. CHECK ONE:			
<input checked="" type="checkbox"/> (a) I am making these representations and all representation contained in this proposal on my personal knowledge;			
OR			
<input type="checkbox"/> (b) I am making these representations all representation contained in this proposal based on information and belief that they are true.			
I declare under penalty of perjury under the laws of California that is true and correct.			
Signature of Proposer or Authorized Agent: <i>Rosa M Lopez</i>			Date: May 16, 2011 <b>61</b>
Type name and title: Rosa M Lopez, VP/CFO			

## SCHEDULE OF PRICES

## FOR

**LANDSCAPE MAINTENANCE FOR THE RIO HONDO AND  
SAN GABRIEL COASTAL BASIN SPREADING GROUNDS (2011-PA008)**

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following prices. The Proposer unit costs (hourly, monthly, etc.) shall include all administrative costs, labor, overtime, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit costs quoted will apply to the actual quantities, whatever they may be.

Working Hours: Monday through Friday, 7 a.m. to 4 p.m.

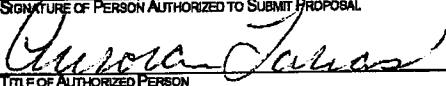
<b>1</b>	<b>Tree and Shrubbery Trimming and Care</b>					
	Rio Hondo Coastal Basin Spreading Grounds	59				
	San Gabriel Coastal Basin Spreading Grounds	8				
	Total for tree and shrubbery trimming and care	67	Per acre	12	\$ <u>129.00</u>	\$ <u>103,716.00</u>
<b>2</b>	<b>Weed Control</b>					
	Rio Hondo Coastal Basin Spreading Grounds	59				
	San Gabriel Coastal Basin Spreading Grounds	8				
	Total for weed control	67	Per acre	12	\$ <u>86.04</u>	\$ <u>69,176.16</u>
<b>3</b>	<b>Litter Control</b>					
	Rio Hondo Coastal Basin Spreading Grounds	59				
	San Gabriel Coastal Basin Spreading Grounds	8				
	Total for litter control	67	Per acre	12	\$ <u>17.22</u>	\$ <u>13,844.88</u>

Item	Task	Acres	Unit (Per Acre)	Annual Frequency (12)	Unit Price	Annual Price (Acres x frequency x unit price)
4	Rodent and Insect Control					
	Rio Hondo Coastal Basin Spreading Grounds	59	Per acre	12	\$ <u>17.17</u>	\$ <u>13,804.68</u>
	San Gabriel Coastal Basin Spreading Grounds	8				
	Total for rodent and insect control	67				
5	Irrigation System Management, Inspection, Maintenance & Repair					
	Rio Hondo Coastal Basin Spreading Grounds	59	Per acre	12	\$ <u>42.82</u>	\$ <u>34,427.28</u>
	San Gabriel Coastal Basin Spreading Grounds	8				
	Total for irrigation system management	67				

## 6. AS-NEEDED SERVICES

Item	Description	Unit Price Per Hour	Estimated Hours Per Year	Annual Price (Unit Price x Hours Per Year)
<b>6</b>	<b>As-Needed Services</b>			
<b>A.</b>	Replant Tree Shrubs, Ground Cover, Etc. (Submit plant receipts for reimbursement)	\$ <u>20.50</u>	200	\$ <u>4,100.00</u>
<b>B.</b>	Manual Operation of Irrigation System	\$ <u>20.50</u>	100	\$ <u>2,050.00</u>
<b>C.</b>	Irrigation System Repair (7 a.m. to 4 p.m.)	\$ <u>31.00</u>	300	\$ <u>9,300.00</u>
<b>D.</b>	24-Hour Emergency Irrigation System (4-hour minimum for emergency call out repairs)	\$ <u>32.00</u>	100	\$ <u>3,200.00</u>
<b>As-Needed Services Total</b>				\$ <u>18,650.00</u>

**PRICE SUMMARY & TOTAL PROPOSED ANNUAL PRICE  
(ITEM 1-6)**

<b>1</b>	<b>Tree and Shrubbery Trimming and Care</b>	<b>\$</b> 103,716.00
<b>2</b>	<b>Weed Control</b>	<b>\$</b> 69,176.16
<b>3</b>	<b>Litter Control</b>	<b>\$</b> 13,844.88
<b>4</b>	<b>Rodent and Insect Control</b>	<b>\$</b> 13,804.68
<b>5</b>	<b>Irrigation System Management, Inspection, Maintenance &amp; Repair</b>	<b>\$</b> 34,427.28
<b>6</b>	<b>As-Needed Services</b>	<b>\$</b> 18,650.00
<b>Total Proposed Annual Price</b> _____		<b>\$</b> <u>253,619.00</u>
LEGAL NAME OF PROPOSER		
Aztaca Landscape		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
		
TITLE OF AUTHORIZED PERSON		
President		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
7/29/2011	417003	C-27
PROPOSER'S ADDRESS:		
1027 E. Acacia St Ontario, CA 91761		
PHONE	FACSIMILE	E-MAIL
909-673-0889	909-673-9192	rosa@aztecalandscape.com

# **COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: Azteca Landscape	
Company Address: 1027 E Acacia St.	State: CA Zip Code: 91761
City: Ontario	
Telephone Number: (909) 673-0889	
(Type of Goods or Services): Landscape Maintenance	

**If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.**

## **Part I: Jury Service Program Is Not Applicable to My Business**

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

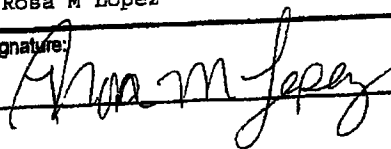
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

## **Part II: Certification of Compliance**

☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

**I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.**

Print Name: Rosa M Lopez	Title: Vice-President
Signature: 	Date: 05/16/2011



## CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Landscape Maintenance Services - 2011-PA008

SERVICE BY PROPOSER Azteca Landscape

PROPOSAL DATE: 05/16/2011

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

## 5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2006	2007	2008	2009	2010	Total	Current Year to Date
1. Number of contracts.							
2. Total dollar amount of Contracts (in thousands of dollars).							
3. Number of fatalities.							
4. Number of lost workday cases.							
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.							
6. Number of lost workdays.							

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Rosa M Lopez

Name of Proposer or Authorized Agent (print)

66

05/16/2011

Date

Signature

## CONFLICT OF INTEREST CERTIFICATION

I, Rosa M Lopez

- ☐ sole owner  
☐ general partner  
☐ managing member  
☒ President, Secretary, or other proper title) Vice-President

of Azteca Landscape

Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

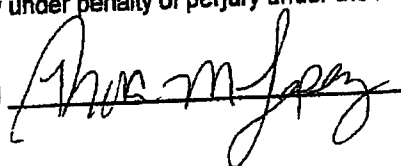
**Contracts Prohibited.** A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
  - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed


Date 05/16/2011

## PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: Azteca Landscape

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

## A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE: Whittier Narrows Park Mowing	SERVICE DATES: 12/4/06-12/1/11
DEPT/DISTRICT: Parks and Recreation	
CONTACT: Sandra Salazar	
TELEPHONE: (213) 738-8354	
FAX: (213) 487-0380	
E-MAIL: ssalazar@lacountyparks.org	

SERVICE: Schabarum Park Mowing	SERVICE DATES: 5/14/07-5/31/12
DEPT/DISTRICT: Parks and Recreation	
CONTACT: Leon Keel	
TELEPHONE: (213) 351-1039	
FAX: (213) 351-1039	
E-MAIL: lkeel@parks.lacounty.gov	

SERVICE: East County Medians	SERVICE DATES: 8/20/02-12/3/11
DEPT/DISTRICT: Public Works	
CONTACT: Pedro Pan	
TELEPHONE: (626) 337-1277	
FAX: (626) 962-3982	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

## B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Landscape Maintenance of East and West Districts	SERVICE DATES: 9/14/09-7/31/10
AGENCY/FIRM: City of Whittier	
ADDRESS: 13230 Penn St., Whittier, CA 90602	
CONTACT: Stuart McFreely	
TELEPHONE: (562) 464-3375	
FAX: (562) 464-3587	
E-MAIL: smcfeely@cityofwhittier.org	

SERVICE: Landscape Maintenance MD 1, 2, & 4	SERVICE DATES: 7/1/08-6/30/13
AGENCY/FIRM: City of West Covina	
ADDRESS: 825 S Sunset Ave, West Covina, CA 91790	
CONTACT: Curtis Roberts	
TELEPHONE: (626) 939-8458	
FAX: (626) 939-8631	
E-MAIL: curtis.roberts@westcovina.org	

SERVICE: Landscape Maintenance of areas 1, 2 & 4	SERVICE DATES: 1/6/09-1/5/12
AGENCY/FIRM: City of Long Beach	
ADDRESS: 2760 Studebaker Rd., Long Beach, CA 90815	
CONTACT: Theresa Maceyka	
TELEPHONE: (562) 570-4879	
FAX: (562) 570-1535	
E-MAIL: theresa.maceyka@longbeach.gov	

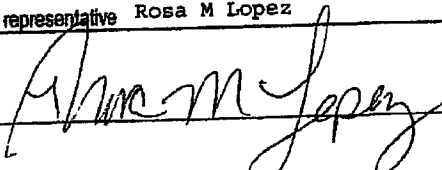
SERVICE: Landscape Maintenance	SERVICE DATES: 11/1/08-6/30/13
AGENCY/FIRM: City of Thousand Oaks	
ADDRESS: 1993 Rancho Conejo Rd., Thousand Oaks, CA 91320	
CONTACT: Kevin Wilson	
TELEPHONE: (805) 449-2499 ext. 383	
FAX: (805) 498-4941	
E-MAIL: KWilson@toaks.org	

## PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Azteca Landscape
Address	1027 E Acacia St, Ontario CA 91761
Internal Revenue Service Employer Identification Number	95-3675807

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Proposer		Azteca Landscape
Authorized representative		Rosa M Lopez
Signature		Date 05/16/2011

## LIST OF SUBCONTRACTORS

Proposer is required to complete the following. Any Subcontractors listed must be properly licensed under the laws of the State of California for the type of service that they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same service.

☒ Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services.

[illegible]

**County of Los Angeles**  
**Request for Local Small Business Enterprises (SBE) Preference Program Consideration and**  
**CBE Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Azteca Landscape

My County (WebVen) Vendor Number: 04916501

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

- ☐ As Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission, I request this proposal/bid be considered for the Local SBE Preference.
- ☐ Attached is a copy of Local SBE certification issued by the County.

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

<b>Business Structure:</b>	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 180						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owner/Partners/Managing Partners		Employees		Total	
	Male	Female	Male	Female	Male	Female
Black/African American		1	4	2	170	2
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino			1			
White						

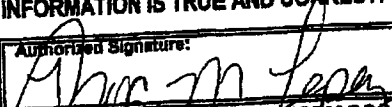
**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	100 %	%	%	%	%

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
County of Los Angeles OAAC	X	X			01/20/2012

**V. DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: Vice-President	Date: 05/16/2011
--	--------------------------	---------------------



**COUNTY OF LOS ANGELES  
OFFICE OF AFFIRMATIVE ACTION COMPLIANCE**

KENNETH HAHN HALL OF ADMINISTRATION  
500 WEST TEMPLE STREET, ROOM 780  
LOS ANGELES, CALIFORNIA 90012  
(213) 974-1080 / FAX (213) 826-7094  
TTY (213) 974-0911  
[HTTP://OAAC.CO.LA.CA.US](http://OAAC.CO.LA.CA.US)

MEMBERS OF THE BOARD  
GLORIA MOLINA  
MARK RIDLEY-THOMAS  
ZEV YAROSLAVSKY  
DON KNABE  
MICHAEL D. ANTONOVICH

DENNIS A. TAFOYA  
DIRECTOR

January 21, 2010

Ms. Aurora Farias, President  
Azteca Landscape  
1027 E. Acacia Street  
Ontario, CA 91761

Address all correspondence to:  
**Affirmative Action/Diversity Programs**  
1000 S. Fremont Avenue  
Building A-9 East 1<sup>st</sup> Floor  
Mail Unit: #24  
Alhambra, CA 91803-8862

**CBE Program ID# 17151**  
**Status: MBE/WBE**

Dear Ms. Farias:

Congratulations! Your firm has been recertified as an eligible participant in the County of Los Angeles Community Business Enterprise (CBE) Program. This recertification is valid until January 20, 2012.

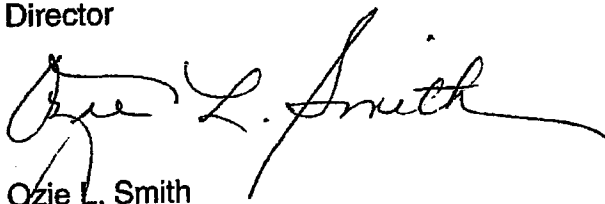
The County of Los Angeles Office of Affirmative Action Compliance reserves the right to request additional information and/or conduct an on-site visit at any time to verify any documentation submitted by the applicant. If there are any changes during this certification period, you are required to notify this office immediately.

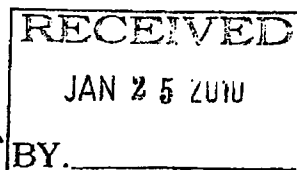
Thank you for registering your business with the County's Vendor Registration website (WebVen) at <http://camisvr.co.la.ca.us/webven>. You are now eligible to participate in the County's on-line access to open bids, be placed on bid lists generated by County departments looking for prospective vendors and periodically be notified automatically via email of County bids by specific commodities/services.

Again, congratulations on your recertification. If you have questions, please call (877) 669-CBES and refer to the identification number above.

Sincerely,

DENNIS A. TAFOYA  
Director

  
Ozie L. Smith  
Senior Deputy Compliance Officer



DAT:OLS/er/ct

**GAIN and GROW EMPLOYMENT COMMITMENT**

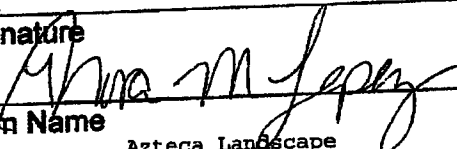
The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and General Relief Opportunity for Work (GROW) employment programs.

**OR**

- ☒ declares a willingness to consider GAIN and GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN and GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature 	Title Vice-President
Firm Name Azteca Landscape	Date 05/16/2011



# CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Azteca Landscape

Address

1027 E Acacia St, Ontario CA 91761

Internal Revenue Service Employer Identification Number

95-3675807

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. (xx) ( )

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586. ( ) ( )

Signature

05/16/2011

Date

Rosa M Lopez

Name and Title (please type or print)

# TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

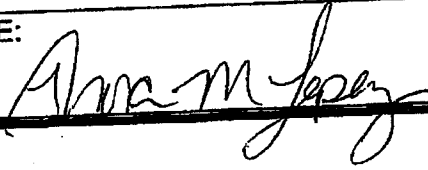
COMPANY NAME: Azteca Landscape		
COMPANY ADDRESS: 1027 E Acacia St		
CITY: Ontario	STATE: CA	ZIP CODE: 91761

☒ I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

- ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*);
- ☐ I have submitted my three most recent annual tax returns with my application;
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: Rosa M Lopez	TITLE: Vice-President
SIGNATURE: 	DATE: 05/16/2011

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

## PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Azteca Landscape☒ Proposer has not had any contracts terminated in the past three years.

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

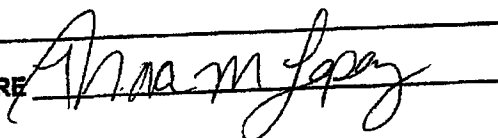
SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
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SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
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E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE


DATE: 05/16/2011

# PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Azteca Landscape

- ☒ Proposer and/or principals are not currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A. ☐ Pending Litigation      ☐ Threatened Litigation      ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)

2. Name of Litigation/Judgment: \_\_\_\_\_

3. Case Number: \_\_\_\_\_

4. Court of Jurisdiction: \_\_\_\_\_

5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

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B. ☐ Pending Litigation      ☐ Threatened Litigation      ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)

2. Name of Litigation/Judgment: \_\_\_\_\_

3. Case Number: \_\_\_\_\_

4. Court of Jurisdiction: \_\_\_\_\_

5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

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Signature of Proposer: \_\_\_\_\_

Date: 05/16/2011

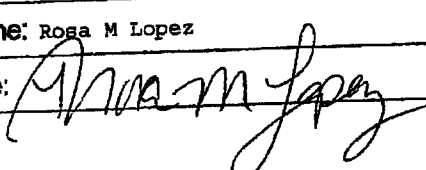
**LANDSCAPE MAINTENANCE SERVICES FOR THE RIO HONDO AND SAN  
GABRIEL COASTAL BASIN SPREADING GROUNDS  
(2011-PA008)**

**PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION**

Azteca Landscape  
**Proposer's Name**

1027 E Acacia Street, Ontario, CA 91761  
**Address**

- ☒ If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.
- ☐ Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage. If you check this box, your proposal will be immediately disqualified as non-responsive.

Print Name: Rosa M Lopez	Title: Vice-President
Signature: 	Date: 05/16/2011

# STATEMENT OF EQUIPMENT FORM FOR

**LANDSCAPE MAINTENANCE SERVICES FOR THE RIO HONDO AND SAN GABRIEL COASTAL BASIN SPREADING GROUNDS  
(2011-PA008)**

**PROPOSER'S NAME:**

## Azteca Landscape

1027 E Acacia Street, Ontario, CA 91761

**ADDRESS:**

(909) 673-0889

**TELEPHONE:**

**STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE**

**Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.**

[illegible]

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Proposer certifies that:

- ☒ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

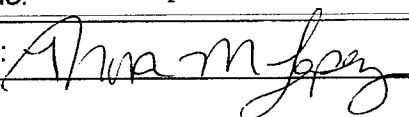
The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**-OR-**

I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

Azteca Landscape does not own or lease property in Los Angeles County.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: Rosa M Lopez	Title: Vice-President
Signature: 	Date: 05/16/2011

**LANDSCAPE MAINTENANCE SERVICES FOR THE RIO HONDO AND  
SAN GABRIEL COASTAL BASIN SPREADING GROUNDS  
(2011-PA008)**

**PROPOSER'S COMPLIANCE WITH MINIMUM REQUIREMENTS OF THE RFP**

Note: Proposer must check a box under each section.

1. Proposer has a minimum of three years of experience providing landscape maintenance service.

☒ Yes. Proposer does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to support this minimum mandatory requirement)

Years of experience: 32

**OR**

- Proposer's managing employee has three years' of experience providing landscape maintenance service.

☐ Yes. Proposer's managing employee does meet experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to support this minimum mandatory requirement)

Proposer's managing employee's name:

\_\_\_\_\_

Years of experience: \_\_\_\_\_

☐ No. Proposer or Proposer's managing employee do not meet the experience requirement stated above. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

2. Proposer's on-site supervising employee has a minimum of three years of experience supervising landscape maintenance service.

☒ Yes. Proposer's on-site supervising employee has a minimum of three years of experience supervising landscape maintenance service. (In addition to responding on this form, as specified in Part I,



**LANDSCAPE MAINTENANCE SERVICES FOR THE RIO HONDO AND  
SAN GABRIEL COASTAL BASIN SPREADING GROUNDS  
(2011-PA008)**

Section 2.A.5, Experience, please provide a detailed narrative in your proposal to support this minimum mandatory requirement)

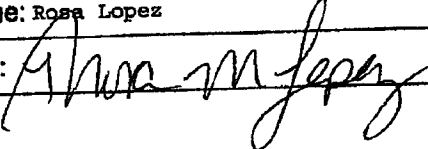
Proposer's managing employee's Name:

Raul Farias

Years of Experience: 20+

- ☐ No. Proposer's managing employee does not meet requirement stated above. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

I declare under penalty of perjury under the laws of California that is true and correct.

Print Name: Rosa Lopez	Title: Vice-President
Signature: 	Date: 05/16/2011

# COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

## Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

- ☒ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

☐ Monthly

☐ Quarterly

☐ Bi-Annual

☐ Annually

☐ Other: \_\_\_\_\_ (Specify)

PLEASE PRINT COMPANY NAME:

I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:

SIGNATURE:

DATE:

05/16/2011

PLEASE PRINT NAME:

Rosa M Lopez

TITLE OR POSITION:

Vice-President

# **COUNTY OF LOS ANGELES LIVING WAGE PROGRAM ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE**

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

## **LIVING WAGE ORDINANCE:**

- ☒ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

## **CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:**

- ☒ I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

## **LABOR LAW/PAYROLL VIOLATIONS :**

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

## **History of Alleged Labor Law/Payroll Violations (Check One):**

- ☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

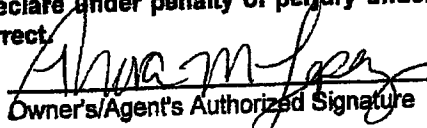
## **History of Determinations of Labor Law/Payroll Violations (Check One):**

- ☒ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

## **HISTORY OF DEBARMENT (Check one):**

- ☒ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

  
Owner's/Agent's Authorized Signature

Azteca Landscape

Print Name of Firm

Rosa M Lopez, Vice-President  
Print Name and Title

05/16/2011

Date

## STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:

Landscape Maintenance Services for the Rio Hondo and San Gabriel Coastal Basin Services (2011-PA008)

PROPOSER: Azteca Landscape

POSITION/TITLE* (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS	HOURLY WAGE RATE**	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Employee #1 MG II - Crew Leader		8	8	8	8	8		40	2080	12.00	\$ 24,960.00
Employee #2 MG I - Staff		8	8	8	8	8		40	2080	11.84	\$ 24,627.20
Employee #3 MG I - Staff		8	8	8	8	8		40	2080	11.84	\$ 24,627.20
Employee #4 MG I - Staff		8	8	8	8	8		40	2080	11.84	\$ 24,627.20
Employee #5 MG I - Staff		8	8	8	8	8		40	2080	11.84	\$ 24,627.20
Employee #6 See itemization below								40			\$
Foreman, Heriberto Farias	4	4	4	4	4	4		20	1040	14.00	\$ 14,560.00
Pesticide Tech. Margo Ortiz				4				4	208	19.00	\$ 3,952.00
Irrigation Tech. To be determined	8	8						16	832	15.00	\$ 12,480.00
											\$
<b>Comments/Notes:</b>	<b>Total Annual Salaries</b>										\$ 154,460.80
	(1) Vacations, Sick Leave, Holiday										\$ 0.00
	(2) Health Insurance ***										\$ 0.00
	(3) Payroll Taxes & Workers' Compensation										\$ 34,861.80
	(4) Welfare and Pension										\$ 0.00
	<b>Total Annual Employee Benefits (1+2+3+4)</b>										\$ 189,322.60
	(5) Equipment Costs										\$ 20,499.12
	(6) Service and Supply Costs										\$ 21,600.00
	(7) General and Administrative Costs										\$ 10,626.19
	(8) Profit										\$ 11,571.09
	<b>Total Annual Other Costs (5+6+7+8)</b>										\$ 64,296.40
	<b>TOTAL ANNUAL PRICE</b>										\$ 253,619.00

\* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

\*\* Living wage rate shall be at least \$11.84 per hour.

\*\*\* Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.84 and \$11.84, unless exemption from Living Wage requirements has been granted by the County.

Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

Azteca Landscape

Name of Proposer



Signature

7/29/2011

Date

## WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

## INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

**ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.**

**IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.**

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>1. RACKING HOURS WORKED</b></p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p>	<p>1.1 Each employee is issued a time sheet at the beginning of each pay period. The employee is required to fill in his work hours, daily. At the end of each pay period, the employee signs and submits his/her time sheet for payroll processing.</p> <p>1.2 Most employees report to a central site then transported to the job site in a company vehicle. However, there are occasions when an employee will report directly to a job site. For this job, the employee(s) will be transported.</p> <p>1.3 The employee's shift begins at the time he reports to the central site.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>2. REPORTING TIME</b></p> <p>How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?</p>	<p>At the central site, the employee's supervisor is present to monitor arrival times. Additionally, it is important for employees to arrive on time because the crews are dispatched promptly which could result in being left behind and missing the day of work.</p>
<p><b>3. RECORDS OF ACTUAL TIME WORKED</b></p> <p>3.1. What records are created to document the beginning and ending times of employee's actual work shifts?</p> <p>3.2. What records are maintained by the Proposer of actual time worked?</p> <p>3.3. Are the records maintained daily or at another interval (indicate the interval)?</p> <p>3.4. Who creates these records (e.g., employee, supervisor, or office staff)?</p> <p>3.5. Who checks the records, and what are they checking for?</p> <p>3.6. What happens to these records?</p> <p>3.7. Are they used as a source document to create Proposer's payroll?</p> <p>3.8. <u>ATTACH ACTUAL COPIES OF THESE RECORDS</u> (Please blank out any personal information).</p>	<p>3.1 Each employee is issued a time sheet prior to beginning the pay period.</p> <p>3.2 The company processes payroll from the original time sheets that are signed by the employee and maintains the records for the required years in archives.</p> <p>3.3 Hours are logged onto the time sheets on a daily basis. Each time sheet contains enough entry lines for a two week period, bi-weekly.</p> <p>3.4 The time sheets are created by the employee with the assistance of the supervisor; however, final approval is of the employee. The employee must review and approve all hours worked.</p> <p>3.5 The time sheets are reviewed by the supervisor and initialed to signify approval. The supervisor reviews the time sheet for completeness and accuracy, making certain all daily hours are logged, employee signature, etc. The Payroll Administrator then reviews the time sheets for correctness in total hours, job numbers, signatures, etc.</p> <p>3.6 Once payroll is processed, the time sheets are archived and maintained for the proper number of years.</p> <p>3.7 Yes, time sheets are used as a source document to process payroll.</p> <p>3.8 Attached is a copy of the time sheet used to record hours worked.</p>

## RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

## QUESTION

## 4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)

- 4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?
- 4.2. Who prepares and who checks the source document?
- 4.3. Does the employee sign it?
- 4.4. Who approves the source document, and what do they compare it with prior to approving it?

4. None, time sheets are used as described in question 3.

## 5. BREAKS

- 5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?
- 5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?
- 5.3. If so, who prepares, reviews, and approves such documentation?

5.1 The company policy as stated in the employee handbook states that all employees must take the mandatory breaks and meal periods. Also, the time sheet documents include a statement that the employee must take his/her breaks and by signing the document has ascertained that he/she has indeed done so.

5.2 The meal period is documented on the time sheet. As mention in 5.1, the breaks are validated by the statement on the time sheet and the written formal policy in the employee handbook.

5.3 Management reviews the documentation. Any changes to written labor policy is approved by the corporate labor law attorney.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>6. HOW PAYROLL IS PREPARED</b></p> <p>6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.</p> <p>6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?</p> <p>6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?</p> <p>6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?</p> <p>6.5. <u>ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).</u></p>	<p>6.1 The Payroll Administrator receives the time sheets at the end of each pay period. She totals the hours and cross foots the totals for accuracy. The total hours worked are input into the company accounting software. The software calculated the appropriate taxes based on federal and state laws.</p> <p>6.2 After the hours are entering into the accounting software, payroll checks are computer generated, or direct deposit (if requested by employee).</p> <p>6.3 All hours worked are issued on one check. Hence, a check could have several pay categories: regular, overtime, double time, holiday, vacation, etc.</p> <p>6.4 Each check stub is itemized: gross pay, less tax with holdings, less gratifications (if applicable), resulting in net pay.</p> <p>6.5 A copy of a check and stub is included for your review.</p>



QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>7. MANUAL PAYROLL SYSTEM</b></p> <p>7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.</p> <p>7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?</p>	<p>7.1 As previously stated, the Payroll Administrator totals the hours for each time sheet, inputs the data into the accounting software, the software processes the data, deducting with holdings, and checks are printed.</p> <p>7.2 All hours are assigned to job numbers. The hours that are worked at a County or other job paid at a different rate require a different pay rate are adjusted accordingly.</p>
<p><b>8. AUTOMATED PAYROLL SYSTEM</b></p> <p>8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.</p> <p>8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?</p> <p>8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?</p>	<p>8. A manual system is used.</p>

## RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

## QUESTION

## 9. TRAVEL TIME

9.1. How is travel time during an employee's shift paid?

9.2. At what rate is such travel time paid if the employee has multiple wage rates?

9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:

a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.

b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.

9.1 Travel time is paid at the employees hourly rate.

9.2 Seldom do we have employees that work at more than one contract job. For instance, for this job, the employee would be full-time and only have the County rate. However, if the employee were to have multiple rates, the travel to the County job site would be at the alternate rate, and the time from the County job site to the next non-county or to the central reporting site would be at the County rate.

9.3 a - The employee would be paid four (4) hours at the County Living Wage and four (4) hours at the alternate rate.

9.3 b - The employee would be paid eight (8) hours at the County Living Wage rate

## 10. OVERTIME


10.1. How does the Proposer calculate overtime wages?

10.2. What if the employee has multiple wage rates?

10.1 The company adheres to Federal and State laws regarding overtime. Employees who work more than eight (8) hours a day and/or forty (40) hours per week, those hours are compensated at time and a half of the hourly rate.

10.2 The employee earns the overtime rate of the job that created the overtime hours.

DATED: 05/16/2011

PROPOSER'S SIGNATURE: 

Date	JOB NO		JOB NO		JOB NO		JOB NO		JOB NO		JOB NO		JOB NO		JOB NO		JOB NO		JOB NO		LUNCH		TOTAL REG HOURS	TOTAL OT HOURS
	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT				
6/6/11																								
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6/19/11																								
TOTAL																								

I certify and acknowledge that, unless I have documented otherwise in writing on this time card, during each workday in the pay period covered by this time card, I have been permitted to take all of my rest periods (10 minutes rest for each 4 hours worked or major fraction thereof), and I have been provided all of my meal periods (30 duty-free minutes for each 5 hours worked), in accordance with Company policy. I also certify that this statement accurately states the hours I have worked during this pay period and that I am making this statement freely and voluntarily.

Certifico y reconozco lo siguiente: Que a menos de que diga otra cosa lo registrado en mi tarjeta de horas, durante cada uno de los días que marcar mi tarjeta de registro de horario de horario se me ha permitido tomar todos mis periodos de descanso intermedios (10 minutos de descanso por cada 4 horas o mas de trabajo), de la misma manera se me han proporcionado mis periodos de comida (30 minutos libre de responsabilidad laboral por cada 5 horas de trabajo realizado, de conformidad con los acuerdos y políticas de la empresa. Certifico igualmente, que el registro de tiempo indica las horas exactas que he trabajado durante mi periodo. Avalo con mi nombre y firma la información que anteriormente declare libre y voluntariamente.

Employee Signature \_\_\_\_\_  
Supervisor Initials \_\_\_\_\_

Date \_\_\_\_\_

65136

**AZTECA LANDSCAPE**  
**PAYROLL ACCOUNT**  
 1027 E. ACACIA STREET  
 ONTARIO, CA 91761  
 (909) 673-0889

WELLS FARGO BANK, NA  
 ONTARIO, CA  
 16-024/1220

9/3/2010

PAY TO THE  
 ORDER OF

\$

\*\*852.06

Eight Hundred Fifty-Two and 06/100\*\*\*\*\*

DOLLARS

VOID AFTER 6 MONTHS

MEMO

Pay Period: 08/16/2010 - 08/29/2010

**AZTECA LANDSCAPE / PAYROLL ACCOUNT**

65136

<b>Employee</b>	<b>SSN</b>	<b>Status (Fed/State)</b>	<b>Allowances/Extra</b>
Alfonso Vargas, 2222 Laurel Ave, Pomona, CA 91768	***-**-3221	Married/Married (one income)	Fed-3/0/CA-3/0
	Pay Period: 08/16/2010 - 08/29/2010		Pay Date: 09/03/2010

<b>Earnings and Hours</b>	<b>Qty</b>	<b>Rate</b>	<b>Current</b>	<b>YTD Amount</b>
10 Hourly Rate	64:00	11.84	757.76	
10 Hourly Rate	16:00	11.00	176.00	13,053.76
15 Holiday			0.00	352.00
12 Overtime Rate			0.00	283.49
			933.76	13,669.19

<b>Taxes</b>	<b>Current</b>	<b>YTD Amount</b>
Federal Withholding	0.00	-0.00
Social Security Employee	-57.89	-847.49
Medicare Employee	-13.54	-198.20
CA - Withholding	0.00	
CA - Disability Employee	-10.27	-150.38
	-81.70	-1,205.05

<b>Net Pay</b>	<b>852.06</b>	<b>12,464.14</b>
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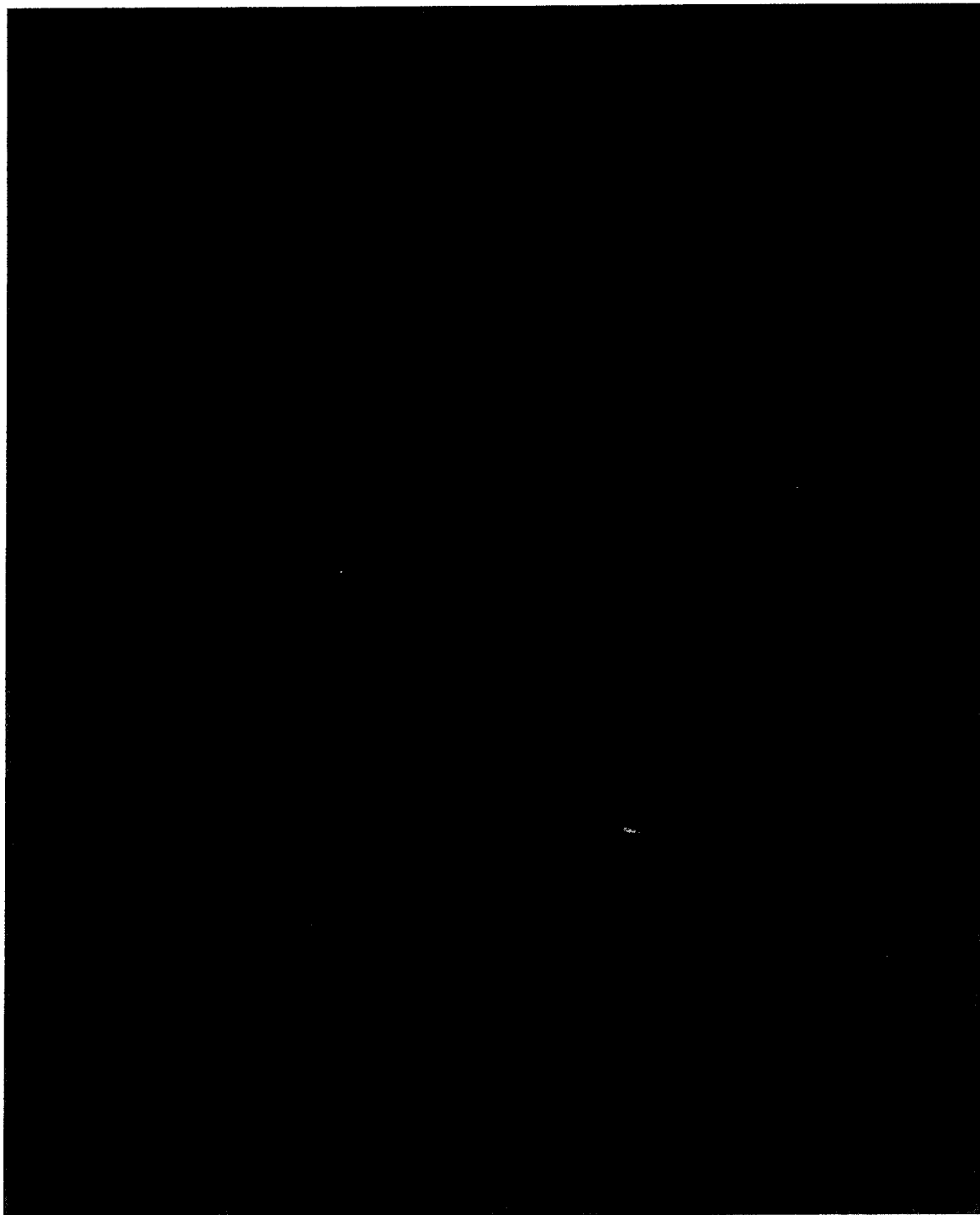
Azteca Landscape

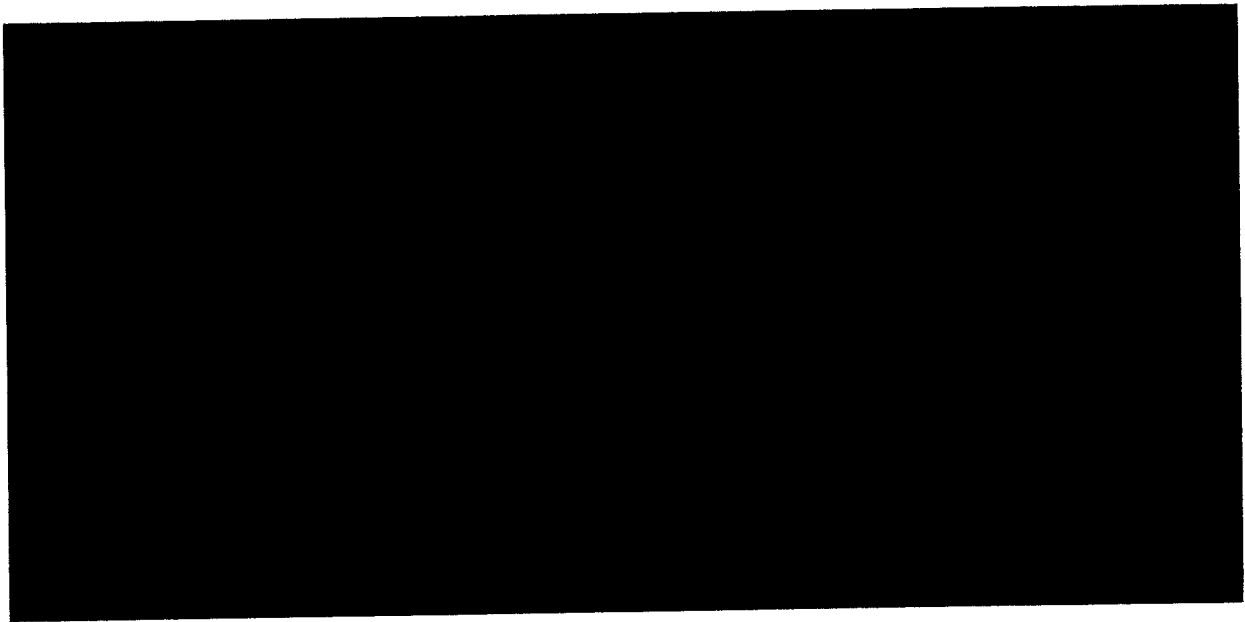
## **ADDITIONAL INFORMATION**

## **ADDITIONAL INFORMATION**

- If you would like additional information or meet our staff please visit us at [www.aztecalandscape.com](http://www.aztecalandscape.com).
- Copy of the *Certificate of President and Secretary*

**CERTIFICATE OF PRESIDENT AND SECRETARY**







**Bid Detail Information**

**Bid Number :** PW-ASD 806  
**Bid Title :** Landscape Maintenance Services for the Rio Hondo and San Gabriel Coastal Basin Services (2011-PA008)  
**Bid Type :** Service  
**Department :** Public Works  
**Commodity :** GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.  
**Open Date :** 4/20/2011  
**Closing Date :** 5/2/2011 9:00 AM  
**Bid Amount :** \$ 300,000  
**Bid Download :** Not Available  
**Bid Description :** PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Landscape Maintenance Services for the Rio Hondo and San Gabriel Coastal Basin Services (2011-PA008). The total annual contract amount of this service is estimated to be \$300,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Edwin Manoukian at (626) 458 4057 or [emanoukian@dpw.lacounty.gov](mailto:emanoukian@dpw.lacounty.gov), or from Mr. Eric Fong at (626) 458-4077 or [erfong@dpw.lacounty.gov](mailto:erfong@dpw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to, Proposers or their managing employee must have a minimum of three years of experience providing landscaping services. Also, Proposer's on-site supervising employee must have a minimum of three years of experience supervising landscaping services. In addition, Proposers must hold a valid and active California-issued landscaping license, Contractor Classification C-27, California Qualified Applicator License, and California Pest Control Business License. Please note that the use of subcontractors is prohibited for this service.

A Proposers' Conference will be held on Monday, May 2, 2011, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room C. A walk-through will be conducted after the conference. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE AND WALK THROUGH IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference and walk-through cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within seven calendar days from the date of the conference. After the seventh day, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Monday, May 16, 2011, at 5:30 p.m.  
Please direct your questions to Mr. Manoukian or Mr. Fong at the numbers listed on the previous page.

**Contact Name :** Edwin Manoukian  
**Contact Phone# :** (626) 458-4057  
**Contact Email :** [emanoukian@dpw.lacounty.gov](mailto:emanoukian@dpw.lacounty.gov)  
**Last Changed On :** 4/20/2011 7:35:12 AM

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